रजिस्ट्री सं. डी.एल. (एन) 04/0007/2003—05 REGD. NO. D. L. (N) 04/0007/2003—05

भारत का राजपत्र
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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 4 जून, 2025

का.आ. 1012.—केंद्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत के राजपत्र, भाग-II, खंड 3, उपखंड (ii), तारीख 30 जून, 1990 में प्रकाशित भारत सरकार के वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) की अधिसूचना संख्यांक का.आ. 1752(अ), तारीख 12 जून, 1990 को उन बातों के सिवाय अधिक्रांत करते हुए, जिन्हें ऐसे अधिक्रमण से पूर्व किया गया है या करने का लोप किया गया है, नीचे दी गई सारणी के स्तम्भ 2 में वर्णित अधिकारियों को, उक्त अधिनियम के प्रयोजन के लिए, सेंट्रल बैंक ऑफ इंडिया में संपदा अधिकारी के रूप में नियुक्त करती है, जो उक्त सारणी के स्तम्भ 3 में यथाविनिर्दिष्ट क्षेत्र के अधीन आने वाले सरकारी स्थानों के संबंध में अपनी अधिकारिता की स्थानीय सीमाओं के भीतर, उक्त अधिनियम के द्वारा या अधीन संपदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और उस पर अधिरोपित कर्तव्यों का पालन करेंगे।

सारणी

क्र. सं.	अधिकारी का पदनाम	सरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं
(1)	(2)	(3)
1.	उप-महाप्रबंधक, सेंट्रल बैंक ऑफ इंडिया, अहमदाबाद	गुजरात राज्य तथा दादर और नगर हवेली तथा दमण और दीव संघ राज्यक्षेत्र में अवस्थित तथा सेंट्रल बैंक ऑफ इंडिया के प्रशासनिक नियंत्रण के अधीन और से संबंधित या उसके द्वारा या उसके निमित्त पट्टे पर लिए गए परिसर।
2.	उप-महाप्रबंधक, सेंट्रल बैंक ऑफ इंडिया, भोपाल	मध्य प्रदेश राज्य में अवस्थित तथा सेंट्रल बैंक ऑफ इंडिया के प्रशासनिक नियंत्रण के अधीन और से संबंधित या उसके द्वारा या उसके निमित्त पट्टे पर लिए गए परिसर।
3.	उप-महाप्रबंधक, सेंट्रल बैंक ऑफ इंडिया, चंडीगढ़	हरियाणा, पंजाब राज्यों और चंडीगढ़, जम्मू-कश्मीर तथा लद्दाख संघ राज्यक्षेत्रों में अवस्थित तथा सेंट्रल बैंक ऑफ इंडिया के प्रशासनिक नियंत्रण के अधीन और से संबंधित या उसके द्वारा या उसके निमित्त पट्टे पर लिए गए परिसर।
4.	उप-महाप्रबंधक, सेंट्रल बैंक ऑफ इंडिया, चेन्नई	तमिलनाडु, केरल राज्यों और पुदुचेरी, लक्षद्वीप और अंदमान और निकोबार द्वीपसमूह संघ राज्यक्षेत्रों में अवस्थित तथा सेंट्रल बैंक ऑफ इंडिया के प्रशासनिक नियंत्रण के अधीन और से संबंधित या उसके द्वारा या उसके निमित्त पट्टे पर लिए गए परिसर।
5.	उप-महाप्रबंधक, सेंट्रल बैंक ऑफ इंडिया, दिल्ली	हिमाचल प्रदेश, उत्तराखंड, राजस्थान राज्यों और दिल्ली राष्ट्रीय राजधानी राज्यक्षेत्र में अवस्थित तथा सेंट्रल बैंक ऑफ इंडिया के प्रशासनिक नियंत्रण के अधीन और से संबंधित या उसके द्वारा या उसके निमित्त पट्टे पर लिए गए परिसर।
6.	उप-महाप्रबंधक, सेंट्रल बैंक ऑफ इंडिया, गुवाहाटी	असम, मेघालय, अरूणाचल प्रदेश, मणिपुर, मिजोरम, नागालैण्ड, सिक्किम और त्रिपुरा राज्यों में अवस्थित तथा सेंट्रल बैंक ऑफ इंडिया के प्रशासनिक नियंत्रण के अधीन और से संबंधित या उसके द्वारा या उसके निमित्त पट्टे पर लिए गए परिसर।
7.	उप-महाप्रबंधक, सेंट्रल बैंक ऑफ इंडिया, हैदराबाद	तेलंगाना, आंध्र प्रदेश और कर्नाटक राज्यों में अवस्थित तथा सेंट्रल बैंक ऑफ इंडिया के प्रशासनिक नियंत्रण के अधीन और से संबंधित या उसके द्वारा या उसके निमित्त पट्टे पर लिए गए परिसर।
8.	उप-महाप्रबंधक, सेंट्रल बैंक ऑफ इंडिया, कोलकाता	पश्चिमी बंगाल राज्य में अवस्थित तथा सेंट्रल बैंक ऑफ इंडिया के प्रशासनिक नियंत्रण के अधीन और से संबंधित या उसके द्वारा या उसके निमित्त पट्टे पर लिए गए परिसर।
9.	उप-महाप्रबंधक, सेंट्रल बैंक ऑफ इंडिया, लखनऊ	उत्तर प्रदेश राज्य में अवस्थित तथा सेंट्रल बैंक ऑफ इंडिया के प्रशासनिक नियंत्रण के अधीन और से संबंधित या उसके द्वारा या उसके निमित्त पट्टे पर लिए गए परिसर।
10.	उप-महाप्रबंधक, सेंट्रल बैंक ऑफ इंडिया, पटना	बिहार और झारखंड राज्यों में अवस्थित तथा सेंट्रल बैंक ऑफ इंडिया के प्रशासनिक नियंत्रण के अधीन और से संबंधित या उसके द्वारा या उसके निमित्त पट्टे पर लिए गए परिसर।
11.	उप-महाप्रबंधक, सेंट्रल बैंक ऑफ	महाराष्ट्र (मुम्बई और थाने जिला के सिवाय) राज्य में अवस्थित तथा सेंट्रल

	इंडिया, पुणे	बैंक ऑफ इंडिया के प्रशासनिक नियंत्रण के अधीन और से संबंधित या उसके द्वारा या उसके निमित्त पट्टे पर लिए गए परिसर।
12.	उप-महाप्रबंधक, सेंट्रल बैंक ऑफ इंडिया, रायपुर	उड़ीसा और छत्तीसगढ़ राज्यों में अवस्थित तथा सेंट्रल बैंक ऑफ इंडिया के प्रशासनिक नियंत्रण के अधीन और से संबंधित या उसके द्वारा या उसके निमित्त पट्टे पर लिए गए परिसर।
13.	उप-महाप्रबंधक, सेंट्रल बैंक ऑफ इंडिया, मुम्बई	महाराष्ट्र राज्य के मुम्बई और थाने जिला और गोवा राज्य में अवस्थित तथा सेंट्रल बैंक ऑफ इंडिया के प्रशासनिक नियंत्रण के अधीन और से संबंधित या उसके द्वारा या उसके निमित्त पट्टे पर लिए गए परिसर।

[फा. सं. 4/2/2013/बीओए-II]

अनितेश कुमार, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 4th June, 2025

S.O. 1012.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), and in supersession of the notification of the Government of India in the Ministry of Finance, Department of Economic Affairs (Banking Division) number. S.O.1752, dated the 12th June, 1990 published in the Gazette of India, Part-II, section 3, sub-section (ii) , dated the 30th June, 1990, except as respects things done or omitted to be done before such supersession, the Central Government hereby appoints the officers mentioned in column (2) of the Table below to be estate officers in the Central Bank of India for the purpose of said Act, who shall exercise the powers conferred and the duties imposed on estate officers by or under the said Act, within the local limits of their jurisdiction in respect of the public premises falling under area as specified in column (3) of the said Table .

TABLE

S. No.	Designation of officer	Categories of public premises and local limits of jurisdiction
(1)	(2)	(3)
1.	The Deputy General Manager, Central Bank of India, Ahmedabad	Premises belonging to or taken on lease by, or on behalf of, and under the administrative control of the Central Bank of India and situated in the State of Gujarat and Union territory of Dadra and Nagar Haveli and Daman and Diu.
2.	The Deputy General Manager, Central Bank of India Bhopal	Premises belonging to or taken on lease by, or on behalf of, and under the administrative control of the Central Bank of India and situated in the State of Madhya Pradesh.
3.	The Deputy General Manager, Central Bank of India, Chandigarh	Premises belonging to or taken on lease by, or on behalf of, and under the administrative control of the Central Bank of India and situated in the States of Haryana, Punjab and Union territories of Chandigarh, Jammu and Kashmir and Ladakh
4.	The Deputy General Manager, Central Bank of India, Chennai	Premises belonging to or taken on lease by, or on behalf of, and under the administrative control of the Central Bank of India and situated in the State of Tamil Nadu, Kerala and Union territories of Puducherry, Lakshadweep and Andaman and Nicobar Islands.
5.	The Deputy General Manager, Central Bank of India, Delhi	Premises belonging to or taken on lease by, or on behalf of, and under the administrative control of the Central Bank of India and situated in the States of Himachal Pradesh, Uttarakhand, Rajasthan and National Capital Territory of Delhi
6.	The Deputy General Manager, Central Bank of India, Guwahati	Premises belonging to or taken on lease by, or on behalf of, and under the administrative control of the Central Bank of India and situated in the States of Assam, Meghalaya, Arunachal Pradesh, Manipur, Mizoram Nagaland, Sikkim and Tripura.

7.	The Deputy General Manager, Central Bank of India, Hyderabad	Premises belonging to or taken on lease by, or on behalf of, and under the administrative control of the Central Bank of India and situated in the States of Telangana, Andhra Pradesh and Karnataka.
8.	The Deputy General Manager, Central Bank of India, Kolkata	Premises belonging to or taken on lease by, or on behalf of, and under the administrative control of the Central Bank of India and situated in the State of West Bengal.
9.	The Deputy General Manager, Central Bank of India, Lucknow	Premises belonging to or taken on lease by, or on behalf of, and under the administrative control of the Central Bank of India and situated in the State of Uttar Pradesh
10.	The Deputy General Manager, Central Bank of India, Patna	Premises belonging to or taken on lease by, or on behalf of, and under the administrative control of the Central Bank of India and situated in the States of Bihar and Jharkhand
11.	The Deputy General Manager, Central Bank of India, Pune	Premises belonging to or taken on lease by, or on behalf of, and under the administrative control of the Central Bank of India and situated in the State of Maharashtra (except Mumbai and Thane District)
12.	The Deputy General Manager, Central Bank of India, Raipur	Premises belonging to or taken on lease by, or on behalf of, and under the administrative control of the Central Bank of India and situated in the States of Orissa and Chhattisgarh
13.	The Deputy General Manager, Central Bank of India, Mumbai	Premises belonging to or taken on lease by, or on behalf of, and under the administrative control of the Central Bank of India and situated in Mumbai and Thane District of State of Maharashtra and the State of Goa.

[F. No. 4/2/2013-BOA-II]

ANITESH KUMAR, Under Secy.

(राजस्व विभाग)

नई दिल्ली, 17 जून, 2025

का.आ. 1013.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के केन्द्रीय अप्रत्यक्ष कर एवं सीमाशुल्क बोर्ड के अधीन निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक अधिकारियों एवं कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:

1. आयुक्तालय, सीमा शुल्क (आयात-I), मुंबई, अंचल-I

2. आयुक्तालय, सीमा शुल्क (आयात-II), मुंबई, अंचल-I

[फा. सं. ई-11017/3/2017- हिन्दी-2-अधिसूचना]

शिशिर शर्मा, संयुक्त निदेशक (रा.भा.)

(Department of Revenue)

New Delhi, the 17th June, 2025

S.O. 1013.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government, hereby notifies, the following offices under Central Board of Indirect Taxes and Customs, Department of Revenue where more than 80% staff has acquired the working knowledge of Hindi:

1. Commissionerate of Customs (Import-I), Mumbai, Zone-I
2. Commissionerate of Customs (Import-II), Mumbai, Zone-I

[F. No E-11017/3/2017- Hindi-2-Notification]

SHISHIR SHARMA, Jt. Director (OL)

विदेश मन्त्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 12 जून, 2025

का.आ. 1014.—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश ।

एतद्द्वारा,सरकार भारत के दूतावास बगदाद मैं श्री रवि कुमार शर्मा,सहायक अनुभाग अधिकारी,को जून 12, 2025 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी. 4330/01/2025(29)]

नबा कुमार पाल, निदेशक (सीपीवी)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 12th June, 2025

S.O. 1014.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Sh. Ravi Kumar Sharma, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Baghdad to perform the consular services as Assistant Consular Officer with effect from June 12, 2025.

[F. No. T. 4330/01/2025 (29)]

NABA KUMAR PAL, Director (CPV)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 27 मई, 2025

का.आ. 1015.—केंद्रीय सरकार दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केंद्रीय अधिनियम 25) की धारा 5 की उपधारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, अधिसूचना सं. जी.ओ.(2डी) सं. 71, दिनांक 15.03.2025 गृह (नागरिकता) विभाग के माध्यम से जारी तमिलनाडु राज्य सरकार की सम्मति से तत्कालीन उपायुक्त, सीमा शुल्क आयुक्तालय-VII (एयर कार्गो), चेन्नई तथा अब संयुक्त आयुक्त, वस्तु एवं सेवा कर और केंद्रीय उत्पाद शुल्क के हैदराबाद जोन में पदस्थापित लोक सेवक सुश्री के. शर्मिला (कर्मचारी आईडी. 8594) के विरूद्ध प्राथमिक जांच/अन्वेषण के संचालन हेतु दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त तमिलनाडु राज्य में करती है।

[फा. सं. 228/13/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 27th May, 2025

S.O. 1015.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Tamil Nadu, issued vide Notification No. G.O.(2D) No. 71, dated 15.03.2025 Home (Citizenship) Department, hereby extends the powers and jurisdiction of members of the Delhi Special Police

Establishment in the whole of the State of Tamil Nadu to conduct a preliminary enquiry / investigation against the public servant Ms. K. Sharmila (Emp. Id. 8594), the then Deputy Commissioner at Customs Commissionerate-VII (Air Cargo), Chennai, now, the Joint Commissioner posted at Hyderabad Zone of GST & Central Excise Directorate.

[F. No. 228/13/2025-AVD-II]
SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 11 जून, 2025

का.आ. 1016.—केंद्रीय सरकार, भारतीय नागरिक सुरक्षा संहिता, 2023 (2023 का 46) की धारा 18 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री सेवांग नामग्याल, अधिवक्ता को, गंगटोक, सिक्किम के विशेष न्यायाधीश, भ्रष्टाचार निवारण अधिनियम, के न्यायालय में दिल्ली विशेष पुलिस स्थापन (केंद्रीय अन्वेषण ब्यूरो) द्वारा संस्थित, मामला संख्या आरसी 2172023ए0012/सीबीआई/एसी-II नई दिल्ली, के अभियोजन का और उक्त मामले से उद्भूत किसी अपील, पुनरीक्षण या अन्य मामलों का विधि द्वारा स्थापित किसी अपील या पुनरीक्षण न्यायालय में संचालन करने हेतु, मामले का निपटान होने तक या अगले आदेश तक, जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/12/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 11th June, 2025

S.O. 1016.—In exercise of the powers conferred by sub-section (8) of section 18 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (46 of 2023), the Central Government hereby appoints Shri Tsewang Namgyal, Advocate as Special Public Prosecutor for conducting the prosecution of case number RC 2172023A0012/CBI/AC-II/New Delhi, instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) in the Court of Special Judge, Prevention of Corruption Act, Gangtok at Sikkim and any appeal, revision or other matters arising out of the said case in any appellate or revisional court established by law, till the disposal of the case or until further orders, whichever is earlier.

[F. No. 225/12/2025-AVD-II]
SATYAM SRIVASTAVA, Under Secy.

विधि और न्याय मंत्रालय

(विधायी विभाग)

नई दिल्ली, 12 जून, 2025

का.आ. 1017.—राष्ट्रपति, राजभाषा नियम, 1976 के नियम 10 के उपनियम (2) में दी गई परिभाषाओं और मानकों के अनुसार विधायी विभाग, विधि और न्याय मंत्रालय के अधिकारियों/कर्मचारियों द्वारा हिंदी का कार्यसाधक ज्ञान प्राप्त कर लेने के आधार पर, इस विभाग अर्थात विधायी विभाग, विधि और न्याय मंत्रालय को राजभाषा नियम, 1976 के नियम 10 के उपनियम (4) के अधीन अधिसूचित करते हैं।

[फा. सं. ई-11025/1/2023-रा.भा.(वि.वि.)]

डॉ. ब्रजेश कुमार सिंह, संयुक्त सचिव

MINISTRY OF LAW AND JUSTICE

(Legislative Department)

New Delhi, the 12th June, 2025

S.O. 1017.—The President hereby notifies this Department, namely, the Legislative Department, Ministry of Law and Justice, under sub-rule (4) of Rule 10 of the Official Languages Rules, 1976 on the basis of the officers/employees of the Legislative Department, Ministry of Law and Justice having been acquired a working knowledge of Hindi, as per standards and definitions given in sub-rule (2) of Rule 10 of the Official Language Rules, 1976.

[F. No. E-11025/1/2023-O.L.(L.D.)]
Dr. BRAJESH KUMAR SINGH, Jt. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 16 जून, 2025

का.आ. 1018.—केंद्रीय सरकार ने पेट्रोलियम और खनीज पाइपलाइन (भूमि मे उपयोग के अधिकार के आर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में, तमिलनाडु राज्य क्षेत्र के भीतर तक अधिनियम के अधीन, कोची सेलम पाइपलाइन प्राइवेट लिमिटेड (केएसपीपीएल) की कोची कोयम्बटूर सेलम एल पी जी पाइपलाइन के लिए, केरल राज्य में सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए केएसपीपीएल ने प्रतिनियुक्ति पर का आ 1885 (अ) दिनांक 11/06/2020 भारत के राजपत्र संख्या 1682 दिनांक 15/06/2020 के अंतर्गत अधिसूचित सक्षम प्राधिकारी श्री पी अनिलकुमार, डिप्टी कलक्टर, के स्थान पर श्री जेग्गी पॉल, डिप्टी कलक्टर, जिनकी नियुक्ति नोडल अधिकारी कोची सेलम पाइपलाइन प्रोजेक्ट कोयम्बटूर है, को प्राधिकृत करती है।

यह अधिसूचना जारी होने की तारीख से लागू होगी।

[फा. सं आर-12031/196/2017-ओआर-I/ई-19746]

शशि शेखर सिंह, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 16th June, 2025

S.O. 1018.— in pursuance of clause (a) of section 2 of the petroleum and mineral pipelines (acquisition of right of user in land) Act, 1962 (50 of 1962), the Central Government hereby authorizes Shri Jeggy Paul, Deputy Collector, in place of earlier notified competent authority Shri P Anilkumar, Deputy Collector Vide S.O. No. 1885 (E) dated 11/06/2020 published in Gazette of India No. 1682 dated 15/06/2020 on deputation to Kochi Salem Pipeline Private Limited (KSPPL), who is appointed as Nodal Officer for Kochi Salem Pipeline Project, to perform the functions of the Competent authority, in the state of Kerala for Kochi Salem Pipeline Private Limited's Kochi-Coimbatore-Salem LPG Pipeline under the said act.

This notification will be effective from the date of its issue.

[F. No. R-12031/196/2017-OR-I/E-19746]

SHASHI SHEKHAR SINGH, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 21 मई, 2025

का.आ. 1019.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयर इंडिया लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह – श्रम न्यायालय, मुंबई-I**के पंचाट **(संदर्भ संख्या 26/1999)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **25/03/2025** को प्राप्त हुआ था।

[सं. एल-11012/125/98-आई.आर.(सी-I)]

मणिकंदन.एन, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 21st May, 2025

S.O. 1019.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 26/1999*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Mumbai-I** as shown in the Annexure, in the industrial dispute between the Management of **M/s. Air India Ltd.** and **their workmen** received by the Central Government on 25***/03/2025.***

[No. L-11012/125/98– IR (C-I)]

MANIKANDAN. N, Dy. Director

ANNEXURE

CENTRAL GOVT.INDUSTRIALTRIBUNAL-CUM-LABOUR COURT, MUMBAI

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE CGIT -26 of 1999

Parties:

For the first party management : Mrs. Geeta Raju, Adv

For the second party workman : Absent.

State : Maharashtra

Mumbai, dated the 11th day of Feb' 2025.

AWARD

1.. The present reference has been made by the Central Government by its order dated 24.5.2012 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

"Whether the action of the management of M/s.Air India Ltd., Mumbai in terminating the services of Shri S.V.Godambe, w.e.f.01.12.1997 is justified? If not, what relief the workman is entitled?".

Perusal of the record reveals that the second party workman has not put his presence before this Tribunal since 08.09.2022. This shows that the workman is not interested in pursuing his case. Accordingly, the matter is dismissed for want of prosecution.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 27 मई, 2025

का.आ. 1020.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**,आसनसोल के पंचाट (सन्दर्भ संख्या **01/2021**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **05/05/2025** को प्राप्त हुआ था।

[सं. एल-22013/01/2025-आई.आर.(सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 27th May, 2025

S.O. 1020.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference.I.D. No. 01/2021)** of the **Central Government Industrial Tribunal-cum-Labour Court,Asansol** as shown in the Annexure, in the industrial dispute between the Management of **E.C.L.** and their workmen, received by the Central Government on **05*/05/2025*.**

[No. L-22013/01/2025 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

L. C. APPLICATION NO. 01 OF 2021

PARTIES: Sarat Kora

Vs.

1. General Manager, Sodepur Area, ECL
2. Agent, Chinakuri Mine No. II, ECL

REPRESENTATIVES:

For the Union/Workmen: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 16.04.2025

AWARD

1. Instant application under Section 33C(2) of the Industrial Disputes Act, 1947 was filed by Sarat Kora, ex-employee of Chinakuri Mine No. II of Eastern Coalfields Limited, praying for setting aside the impugned order of dismissal and reinstatement in service.

2. Mr. P. K. Das, learned advocate for the management of Chinakuri/Sodepur Group of Mines, Eastern Coalfields Limited is present. The case is fixed up today for appearance of the workman and his evidence, in default, the case is to be dismissed. Mr. Rakesh Kumar, union representative appeared along with Sarat Kora, ex-employee of Eastern Coalfields Limited.

3. It is submitted that though this application has been filed under Section 33C(2) of the Industrial Disputes Act, 1947, which relates to recovery of amount due to the workman from the employer, this application has been wrongly filed seeking relief for setting aside order of dismissal of Sarat Kora and for his reinstatement.

4. The L. C. Application under Section 33C(2) of the Industrial Disputes Act, 1947 is 'not pressed' by Sarat Kora. Considered. I find that this case has wrongly been filed by the petitioner against the General Manager, Sodepur Area and the Agent, Chinakuri Mine No. II. Relief sought for in this case is for setting aside order of dismissal is not maintainable unless an Industrial Dispute is referred to the Tribunal under Section 10 of the Industrial Disputes Act, 1947 or an application is filed under sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 on failure of reconciliation before the Conciliation Officer. The L. C. Application under Section 33C(2) of the Industrial Disputes Act, 1947 is therefore dismissed for non-prosecution. Let an Award be drawn up in light of my above findings.

Hence,

ORDERED

Let an Award be passed in view of the above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi under Section 33C(4) of the Industrial Disputes Act, 1947 for information and Notification.

ANANDA KUMAR MUKHERJEE**,** Presiding Officer

नई दिल्ली, 9 जून, 2025

का.आ. 1021.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **बीबीएमबी** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह – श्रम न्यायालय,चंडीगढ़-I** के पंचाट **(संदर्भ संख्या 30/2021)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **16/05/2025** को प्राप्त हुआ था।

[सं. एल-23012/01/2021-आई.आर.(सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 9th June, 2025

S.O. 1021.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 30/2021***)* of t**he Central Government Industrial Tribunal-cum-LabourCourt, Chandigarh-I** as shown in the Annexure, in the industrial dispute between the Management of **Ms. BBMB** and **their workmen** received by the Central Government on **16/05/2025.**

[No. L-23012/01/2021– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Presiding Officer: Sh. Brajesh Kumar Gautam, H.J.S.

ID No.30/2021

Registered on:-21.01.2022

General Secretary, Nangal Bhakra Mazdoor Singh (INTUC), H.O-

Nangal Township, Labour Recreation Centre (BBMB) Near DD Block

(Water Tank), Tanki, Ropar (Punjab)-14001.

..... Workman/ Unions

Versus

1. The Chairman Bhakra Beas Management Board, Madhya Mark,

Sector 19-B, Chandigarh-160019.

2.The Chief Engineer, Bhakra Beas Management Board, BSL Project,

Sundernagar-175038.

3.The Chief Engineer, Bhakra Dam, BBMB, Nangal Township, Distt.

Ropar (Punjab)-140001.

4.The Chief Engineer, Beas Dam, BBMB Talware Township, Distt.

Hoshiarpur (Punjab)-146001.

…...Management

AWARD

Passed On:-05.05.2025

Central Government vide Notification No. L-23012/01/2021-IR (CM-II) dated 04.01.2022, under clause (d) of Sub-Section (1) sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

> **" Whether action of the M/s Bhakra Beas Management Board in not giving the post of Hoist Operator instead of Jr. Hoist Operator as there was no such post of Jr. Hoist Operator in the BBMB Regulation 1994 to S/ Shri Malkiat Chand S/o Shri Prem Singh, Ajay Kumar S/o Shri Hukam Chand and Hans Raj S/o Shri Sonju Ram joined at Sunder Nagar under Chief Engineer, BSL Project, BBMB Sunder**

Nagar, Mandi (HP) on 21.05.1997, 13.05.1997 and 15.07.1997 respectively is just, fair and legal? If not, to what relief is the contract workers entitled?"

1. During the pendency of the proceedings before this Tribunal the case was fixed for cross examination of Workman. Through emails of applicants- Malkiat Chand, Hans Raj, two withdrawal applications on their behalf have been received in the office of this Tribunal with a prayer that they do not want to initiate the proceeding further and they may be permitted to withdraw the case. Similarly one copy of withdrawal application on behalf of co-applicant Ajay Kumar has been provided by Sh. Sandeep Sharma (Law Officer) appearing on behalf of BBMB. In the said application also the applicant Ajay Kumar had prayed for withdrawal of the case.

2. The present Industrial Dispute has been registered on the basis of reference No.L-23012/01/2021 (IR(CM-II)) dated 04.01.2022 received from the Ministry of Labour, Government of India and presently the case was running at the stage of cross examination of workmen. Since prayer on behalf of all the applicants has been made for withdrawal of the case and closing the proceeding through above referred applications received before this Tribunal. The proceeding in the present case is closed and the ID Case is disposed of as withdrawn, without any adjudication on merit in terms of reference of the Labour Ministry.

3. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 9 जून, 2025

का.आ. 1022.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **बीबीएमबी** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह – श्रम न्यायालय,चंडीगढ़-I** के पंचाट **(संदर्भ संख्या 39/2019)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **16/05/2025** को प्राप्त हुआ था।

[सं. एल-23012/27/2019-आई.आर.(सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 9th June, 2025

S.O. 1022.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 39/2019*)*** of **the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh-I** as shown in the Annexure, in the industrial dispute between the Management of **Ms. BBMB** and **their workmen** received by the Central Government on **16/05/2025**

[No. L-23012/27/2019– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR

COURT-I, CHANDIGARH.

Present: Sh. Brajesh Kumar Gautam, Presiding Officer,

Chandigarh.

ID No. 39/2019

Registered On: 21.06.2019

Sukh Ram S/o Sh. Nant Ram, Village Dhar PO Chuhar Police Station, Tehsil

Sundernagar, Mandi (HP)-175001.

.....Workman

Versus

1.The Chairman Bhakra Beas Management Board, Madhya Mark, Sector 19-B, Chandigarh-160001.

2.The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175018.

.....Managements

AWARD

Passed On: 05.05.2025

Present Industrial Dispute was registered on the basis of reference order received from the Government of India, Ministry of Labour vide notification No. L-23012/27/2019-IR(CM-II) dated 31.05.2019, under clause (d) of Sub-Section (1) sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

"**Whether the action of management of BBMB is not accepting the demand of Shri Sukh Ram S/o Shri Nant Ram for deeming/ considering him in continuous service upto age of superannuation and resultantly entitled for consequential benefits is legal, just and valid? If not, to what relief the workman concerned is entitled to and from which date?"**

1.During the pendency of the proceedings before this Tribunal the case was fixed for filing affidavit/ adducing evidence by workman but none is responding on behalf of workman. It is submitted by the Ld. Counsel for the management that workman is not turning up since long and prayed for dismissal of the present claim petition.

2. Perused the file and it is found that since 01.03.2024 till now none is appearing on behalf of Workman. Several opportunities have already been given to the workman to file affidavit/ adduce evidence but of no use. It denotes that the workman is not interested in adjudication of the matter on merits as such, this Tribunal is left with no choice

except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for the non-prosecution of workman. File after completion be consigned in the record room.

3. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 9 जून, 2025

का.आ. 1023.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एडिशनल डायरेक्टर सेंट्रल गोवेर्मेंट हेल्थ स्कीम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण** –सह – **श्रम न्यायालय**,चंडीगढ़-I के पंचाट **(संदर्भ संख्या 129/2014)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **15/04/2025** को प्राप्त हुआ था।

[सं. एल-42012/136/2014-आई.आर.(डीयू)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 9th June, 2025

S.O. 1023.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 129/2014)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Chandigarh-I** as shown in the Annexure, in the industrial dispute between the Management of **Ms. Additional Director, Central Govt. Health Scheme** and **their workmen** received by the Central Government on **15/04/2025**

[No. L-42012/136/2014-IR (DU)]

MANIKANDAN. N, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,

CHANDIGARH.

Presiding Officer: Sh. Brajesh Kumar Gautam (H.J.S.)

ID No. 129/2014

Registered on 18.11.2014

Jindal S/o Sh. Satpal C/o Sh. R.K. Gautam, H.No.1460, Sector 61,

Chandigarh-160061.

.....Workman

Versus

The Additional Director, Central Government Health Scheme,

Fourth Floor, Kendriya Sadan, Sector 9-A, Chandigarh-160009.

.....Respondent

Sh. R.K. Gautam AR for Workman

Sh. Brijeshwar Singh Kanwar AR for Management

Judgment reserved on 21st March, 2025

Judgment Pronounced on 3rd April, 2025

JUDGMENT/ AWARD

1.Central Government vide Notification No. L-42012/136/2014-IR(DU) dated 11.11.2014, under clause (d) Sub-Section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), had referred the following Industrial dispute for adjudication to this Tribunal:- "

Whether the action of the management of Additional Director, Central Govt. Health Scheme, Chandigarh in terminating the services of Sh. Jindal S/o Sh. Satpal w.e.f. 02.06.2014 is valid, just and legal? If not to what relief the concerned workman is entitled to and from which date?

2. The case of Workman/Petitioner- In pursuance of above Reference the workman filed his statements of claim which unfolded following facts revealing the present industrial dispute. The applicant-workman was appointed as computer operator on 07.03.2008 on daily wages basis by the Management after taking interview in a regular process of selection in response to the public notice for appointment. He was posted in the office of Central Government Health Scheme, Sector 34, Chandigarh (hereinafter referred as CGHS) and later on, in the year of 2011 the office was shifted to Kendriya Sadan Building, Sector 9, Chandigarh. The applicant worked continuously without any break from 07.03.2008 and management had passed various orders for extension in his service from time to time w.e.f. 07.03.2008 up to 2014 and his services were illegally terminated on 02.06.2014 without passing any written order. The applicant-workman had rendered 240 days of his service before terminating his services illegally by the management. The applicant workman is a Muster Roll employee and was engaged on daily wage basis and the attendance of the applicant-workman was recorded alongwith the other staff namely Sh. R.K. Sikroria, V.P. Singh, Gurtej Singh, Deepak Chandra, Yog Raj Mahajan and Dharam Singh of the Department. The applicant was also performing the duties of LDC and field works as assigned by the management from time to time and other miscellaneous works. It is stated that the work and conduct of the applicant-workman was very good and no complaint or explanation was taken against the workman within his tenure of service w.e.f. 07.03.2008 to 31.05.2014. There was a Sunday on 01.06.2014 and from 02.06.2014 the applicant was not permitted to perform his duty. That the junior persons namely Sh. Deepak and Mrs. Babita Rana and various other persons were retained at the time of terminating the service of the workman by way of unfair labour practice. The workman was working under the supervision of management from more than six years. The impugned order directly hit by the provisions of Section 25-F of Industrial Disputes Act, 1947 and Articles 14 and 16 of the Constitution of India. That the work of the workman is of permanent in nature. No notice, no pay in lieu of notice, no charge sheet was issued to the workman and no enquiry was conducted and no retrenchment compensation was given to the workman. During the conciliation proceedings of demand notice workman was willing to join the duty but management did not agree to do so. The workman has become over age and could not get job anywhere and he is not gainfully employed. The workman was not paid his salary as per the D.C. rates nor as per the rates notified by the Central Government in the official Gazette.

The workman had worked for the month of May, 2014 but the management only paid Rs.9342/- for 18 days only through a cheque No. 699911 dated 03.09.014 during the pendency of conciliation proceedings. The workman also prepared a calculation sheet of illegal deductions from the salary on the basis of D.C. Rates including the salary of 13 days for the month of May, 2014. The management had withheld the amount of Rs.1,43,446.84/- as per calculation chart to which workman is entitled. That on 05.02.2015 an amount of Rs.16,608/- was paid as arrears of salary for the period from November, 2013 to January, 2014 which was accepted by the workman. Since 2008 no regular appointment was made by the management but the management has kept Ex. Servicemen from Defence and retiree from State Govt./ Central Govt. on contractual basis by way of unfair labour practice. That the persons namely Sh. Dharam Singh (Sweeper) and Sh. Vijay Pal Singh (UDC) are above 60 years and retained in service in the Management and the regular sanctioned post is lying vacant and same is not filling as per rules and has adopted noble method to keep person on contract. The management is competent to make regular appointment in the Department for all types of posts as per circular dated 13.09.203 issued by the Ministry of Health and Family Welfare, New Delhi. The termination of services of applicant-workman w.e.f. 02.06.2014 is illegal unjust, unwarranted, arbitrary and in violation of mandatory provisions of ID Act which may be set aside and workman may be reinstated with back wages by adjudicating the reference in favor of workman.

3. The case of Respondent-Management-In response to notice issued the Respondent-Management appeared and filed its written statement/ reply to the claim petition of workman. According to case of management CGHS Department is not an Industry as defined in Section 2 (j) of Industrial Dispute Act. It is performing duty of Welfare of Health of the Employees of Central Government which is a Sovereign Function. The function of department is not connected with generation of revenue for Industrial purpose and there is no work profile where any kind of labour force is employed. Providing Health Services does not constitute an Industry. The further case of the Respondent has been that the reference of Ministry was challenged before Hon'ble Punjab & Haryana High Court by filing CWP No.14047 of 2015 which was disposed of by the Hon'ble High Court and it was observed in its order dated 20.07.2015 that labour court had to decide the question/ objection viz-a-viz the management being an Industry or not. According to respondent the basic condition for raising an Industrial Dispute- Employer-Employee relationship is missing in present case. It is stated by respondent in its written statement that averments made in claim petition of workman Jindal are misleading and not correct. It has been pointed out giving details of the sanctioned staff position and working staff positions in Paragraph 4 of the written statement. According to respondent there was no sanctioned post for computer operator. Additional Director has no power of creation of any post. The claimant has never been appointed and assigned any type of duties as is being claimed by him as a computer operator. It is also stated that date of birth of claimant is 17.09.1980and he had already completed 28 years when he got registered himself with Regional Employment Exchange, Chandigarh. It is stated that claimant used to come with Ex-Additional Director as his personal peon and was working for the same and was never engaged in any kind of official work of the

Department. The workman Jindal was never appointed on any contract basis or on any other sanctioned post. It is also stated that no advertisement or any interview was ever issued for appointment to the post of computer operator and no such appointment letter was issued and given to complainant. It is specifically stated that the office of respondent had got no power of any financial or any kind of sanction for the post of computer operator and if any payment or any record of attendance was marked it was understanding between the then Ex-Additional Director and the claimant and the office of respondent had no relationship with the workman and his engagement if any was purely personal to the then Ex-Additional Director. According to respondent payment made were from the head of miscellaneous Financial Powers assigned to Additional Director. In further reply the respondent has completely denied the claim of workman. According to respondent Ms. Babita Rani was engaged through outsourcing by Ministry of Information and Technology, National Informatic Center, Delhi not by the Department and her salary was also been paid by the outsourcing agency not by this office. Deepak Chandra an Ex-Servicemen was contractually appointed on the post of Peon against vacant sanctioned post arise due to resign of Sh. MS. Negi the Ex-Peon through Zila Sainik Board. The department never gave any assurance to the workman for appointment or regularization and also had not debarred him to apply for any other job. There is no sanctioned post of computer operator and no public notice/ advertisement was given by these office, no interview was conducted, no appointment letter was issued. According to respondent the claim petition of workman Jindal deserves to be dismissed.

4.**Issues:** On the basis of pleadings of the parties following issues were framed vide order dated 25.04.2018 to be decided in the present case-

i.Whether there is no relationship of employer and employee between the parties?

ii.Whether the management does fall within the definition of the industry as defined under Section 2-J of the Act. Whether the reference is not legally maintainable?

iii.In terms of reference.

5.During hearing of the case the workman Jindal himself has got examined as Witness No.1 and during his evidence certain documents were brought on record and were marked as Exhibits as follows:

Sr. No.	Documents	Exhibit
1.	Copy of True photocopies of details of wages paid to the workman for the month of February 2014 and March 2014.	Ex. W-1 &
2.	Copy of Order of Ministry of Health & Welfare dated 07.04.2014	Ex. W-2
3.	Copy of part paid salary to workman on	Ex. W-3
	16.09.2014	
4.	Copy of Failure Report dated 26.09.2014	Ex. W-5
5.	Copy of Attendance record for the period from 01.06.2013 to 30.04.2014	Ex. W-6 to Ex.W-16
6.	Copy of Appointment Letter of Sh. Mohan Singh	Ex. W-17
7.	Copy of Appointment Letter of Sh. Deepak Chandra	Ex. W-18
8.	Copy of Letter dated 24.11.2015 for implementation of Judgment dated 10.03.2015 of CWP No.4196 of 2014	Ex.W-19
9.	Copy of Civil Writ Petition vide CWP No.4196 of 2014	Ex.W-20

6.During hearing of the case of the For Management one witness namely Gurteg Singh, LDC (CC), CGHS, Chandigarh got examined as Management Witness No.1 and during his evidence certain documents were brought on record and were marked as Exhibits as follows:

Sr. No.	Documents	Annexure/ Exhibits
1.	Copy of Order dated 11.11.2014	Ex. M-1
2.	Copy of Order dated 20.07.2015	Ex. M-2
3.	Copy of Letter dated 16.11.2001	Ex. M-3
4.	Copy of Letter dated 06.05.2015	Ex. M-4
5.	Copy of Resignation Card 28.03.2008	Ex. M-5
6.	Copy of Order 28.02.2014	Ex. M-6
7.	Copy of Letter 06.02.2014	Ex. M-7
8.	Copy of Letter 27.08.2014	Ex. M-8
9.	Copy of Circular dated 06.05.2015	Ex. M-9
10.	Copy of Rules	Ex. M-10
11.	Copy of Guidelines 07.04.2016	Ex. M-11
12.	Copy of Memorandum dated 13.01.1981	Ex. M-12
13.	Copy of Office Order dated 28.08.2017	Ex. M-13
14.	Copy of Report dated 30.08.2016	Ex. M-14
15.	Copy of Office Order 15.04.2014	Ex. M-15
16.	Copy of Office Order 31.07.2014	Ex. M-16
17.	Copy of Office Order 31.07.2014	Ex. M-17
18.	Copy of Salary/ Wages Register for the Period of July 2013-2014	Ex. M-18
19.	Copy of Attendance Record for the period of 2013-15	Ex. M-19

7. **Arguments on behalf of Parties**: It has been submitted by Ld. Counsel appearing on behalf of petitioner-workman that the workman worked continuously without any break since 07.03.2008 till 31.05.2014 but all of sudden he was not permitted to perform his duties from 02.06.2014. The workman had already completed 240 days of service and thus his termination is against the provisions of Section 25 F, ID Act as neither he has been paid any retrenchment compensation nor any notice was given before terminating his services. It is also argued that the management has kept fresh persons on daily wages which is against the provision of Section 25 H of ID Act. It is further argued that other employees Junior to workman specifically Sh. Deepak, Ms. Babita Rana have been retained and this way the order of termination is further violative of provisions contained in Section 25 G of the ID Act. It is argued that termination of services is an example of unfair labour practice. No opportunity was given before terminating his services, no enquiry, no charge sheet has been served and no retrenchment compensation has been paid or offered. It is also argued that the specific contention raised by workman vide Paragraph 7 of his claim petition that the nature of engagement of workman was permanent and same is still in existence, has not been denied in the written statement/ Reply of Management. It is also argued that only in order to evade legal responsibility and to justify illegal termination of services management has taken a wrong plea that workman was personal staff of the then Additional Director and that the respondent CGHS Department is not an Industry. It has been argued that if workman was personal staff why and how payment has been made from management account. It is further argued by Ld. Counsel for Workman that the witness of management Sh. Gurteg Singh had contradicted himself in the cross examination as he stated against his own case and therefore, he was not trustworthy or credible. It is also argued that deliberately the management withheld a relevant documents which were asked by filing an application and a false pretext was taken by the management that those documents are weeded out. The action on the part of management in illegally terminating

services of workman is against the settled principle of law and same is liable to be corrected by ordering the management to reinstate the workman on the same post with back wages and all consequential reliefs. Ld. Counsel for the workman has placed his reliance on following case laws reported as- 1978 (2) SCC 213 titled as Bangalore Water Supply Versus A. Rajappa & Ors, 2005 (5) SCC 1 titled as State of U.P. Versus Jai Bir Singh, 2008 (13) SCC 248 titled as Rajasthan Lalit Kala Academy Versus Radhey Sham, 2009 (5) SLR 329 titled as Municipal Council Samana Versus Radha Rani & Ors. (Judgment of Punjab & Haryana High Court), 2010 (3) SCC 497 titled as Anoop Sharma Versus Executive Engineer Public Health Division, 2012 (4) S.C.T. 645 titled as The Principal Chief Conservator of Forest & Anr. Versus Ram Karan & Anr., 2017 (2) CLR 733 titled as HP State Civil Supplies Corporation Ltd. Versus Presiding Judge & Anr.

8. Ld. Counsel appearing on behalf of opposite party (CGHS) Chandigarh submitted that a false claim has been set up by the workman without any supporting document according to him there was no sanction post of Computer Operator and at no point of time any public notice of vacancy against computer operator post was ever advertised or any selection process conducted. The workman has not filed any document showing any interview letter or his selection or appointment to the said post. It is further argued that the calculation sheet for claiming certain amount is self created sheet prepared by workman and that cannot be relied upon no payment has been made by the CGHS Department officially to workman. It is also argued that opposite party CGHS Department is not an Industry. It is argued that in the replication the workman vide his paragraph 2 of replication has contradicted his own claim statement when he states that his name was sponsored by Employment Exchange, whereas in the claim petition he has stated that he was selected in a regular process of selection against the computer operator post. It is argued that there cannot be comparison between other staffs namely Ms. Babita as said Babita is an outsourced employee and her salary is paid by I.T. Ministry, while arguing on a document which shows deferment of payment of workman alongwith other employees it has been pointed out that the letter is only a noting or nothing more than that the documents are not official documents and these have not been proved by calling the authority It is also argued that even the document purported to be muster roll attendance is not official one and it is self created which is denied by the opposite party. According to Ld. Counsel for the aforesaid party (the Management) a letter dated 07.04.2014 which is Ex.W-3 was got signed by Additional Director as a result of certain concealment and misrepresentations by officials which upon detection of misrepresentation was cancelled vide another letter dated 15.04.2014 (Ex.M-15). According to Ld. Counsel the order dated 15.04.2014 was not challenged anywhere whereby the appointment made by misleading the Additional Director was cancelled. It is also pointed out that the claim of workman is not based upon appointment letter dated 07.04.2014 and even the employee who had mislead in getting signed that letter dated 07.04.2014 was also dispensed with the official duty on 31.07.2014. It has been also argued that the Exhibit M-18 series are pay bill documents and these documents are related to those employees who were working at the relevant time at CGHS Department and in these documents name of workman Jindal does not figure. So, it is clear that the workman Jindal was neither an employee of the Department nor he was at any point of time was given appointment. The Ld. Counsel has argued that merely because a reference has been sent for an adjudication before this Tribunal does not mean that there was an appointment of the workman and only termination aspect has to be examined, according to Ld. Counsel a reference has to be decided on each and every factual aspect including whether the workman was an employee of the Department at any point of time or not, according to Ld. Counsel since there has been no sanctioned post for Computer operator there was no question of any appointment given to workman on this post. It is also argued that document Ex.M-5 shows that a renewal with exchange employment office of the workman was done and if the workman was already employed as is being claimed there was no occasion to renewal of registration with exchange employment office. Ld. Counsel for the opposite party has placed his reliance upon following decisions- 2001 (9) SSC 713 titled as State of Gujrat Versus Pratamsing Narsinh Parmar, 2005 (5) SCC 1 titled as State of U.P. Versus Jai Bir Singh, CWP-13557 of 2019 titled as Satbir Singh Versus Presiding Officer, Labour Court and Ors., 2004 (8) SSC 195 titled as Municipal Corporation Faridabad Versus Siri Niwas, Civil Appeal No.4468 of 2005 titled as Ranip Nagar Palika Versus Babuji Gabhaji Thakore and Ors., 2016 (1) SCT 392 titled as Satinder Kumar Sharma Versus State of Haryana and Ors., 2006 (4) SCT 284 titled as Vice Chancellor, Lucknow University Lucknow U.P. Versus Akhilesh Kumar Khare and Anr., 2022 (1) SCT 626 titled as Divisional Controller Maharashtra State Road Transport Corporation Versus Kalawati Pandurang Fulzele, 1992 (4) SCC 432 Union of India Versus Deep Chand Pandey. According to Ld. Counsel for the management no case has been made for any relief as is prayed in the claim petition and the present reference may be decided againstthe workman and his claim may be rejected.

FINDINGS

9. As noted hereinabove three issues- on the point of relationship of employer-employee, on the point whether opposite party falls in the definition of Industry and the terms of reference itself were framed vide order dated 25.04.2018. The issue No.I and Issue No.III are interconnected and therefore these are taken together for adjudication first. As per the claim statement of workman he was appointed as a computer operator and has worked as such since 07.03.2008 on daily wage basis. The workman has claimed that his appointment was on the basis of a regular process of selection after taking his interview and this was done in pursuance of a public notice of appointment but it may be noticed that in the entire proceeding the workman has failed to produce any letter of appointment or any interview call letter or any public advertisement to the post of computer operator which was duly applied and a regular selection

process was conducted by the opposite parties CGHS Department. A document which has been marked as Ex.W-3 produced on behalf of workman is a letter dated 07.04.2014 which shows that Sh. Jindal (the workman) alongwith one Sh. Yog Raj Mahajan were engaged w.e.f. 01.04.2014 for the work of computer operator and bill clerk respectively, in pursuance of Deputy Commissioner order dated 18.07.2013. Barely after a week of this letter another letter dated 15.04.2014 has been issued by the office of Additional Director CGHS, Chandigarh cancelling order dated 07.04.2014, which has been brought on the record on behalf of management as Ex.M-15. This letter shows that the letter dated 07.04.2014 (Ex.W-3) was got issued because the establishment Branch Incharge (RKS) mislead the additional director without placing of relevant record as there was no sanctioned post of Bill Clerk and Computer Operator in the office of Additional Director CGHS, Chandigarh. Consequent upon letter dated 15.04.2014 the services of Sh. Y.R. Mahajan and Sh. Jindal were came to an end from the month of May, 2014. The establishment Branch was also directed not to put any file without supporting document. The case of management has been that in the Chandigarh Office no post for computer operator were sanctioned and the workman Sh. Jindal was not an employee of the CGHS Office. The workman Sh. Jindal was a personal staff of Ex. Additional Director and if any payment or record of attendance has been marked these are only an interse agreement and understanding between the workman and the Ex. Additional Director the claimant. The workman could not produce any document which may show that post of Computer Operator is a sanctioned post and he had participated in selection process when the said post was advertised. In the replication against the written statement the workman has himself contradicted in Paragraph 2 when he states that he was engaged as Computer Operator since 07.03.2008 on daily wage basis after his name was sponsored by Employment Exchange. In the main claim petition selection through a regular process of selection after holding any interview is stated. These two contradictory statements creates doubt so far as claim of initial appointment of workman Sh. Jindal is concerned. Remarkably after appointment through official letter dated 07.04.2014 and its cancellation vide another letter dated 15.04.2015 the order of cancellation was never challenged anywhere. It may be understood that certain financial powers are vested with the post of additional director and he is empowered to pay some amount exercising his miscellaneous financial power. Only because some payment have been received by Workman Sh. Jindal through Ex. Additional Director, he cannot be treated as appointee of the CGHS Office. The CGHS Office is a public office run and controlled by Ministry of Health and Family Welfare and any appointment in that office should always be done through public advertisement, otherwise the appointment shall be considered as back door entry. In the case in hand it appears that because of acquaintance of Sh. Jindal with Ex. Additional Director of the office he made his route to the office and is claiming so called appointment but without any supporting document. Although in support of engagement and duty performed by workman some of the document which are marked as Ex.W-1 , Ex. W-2, Ex.W-6 to Ex,.W-16 have been brought on record on behalf of workman. Ex.W-1 & Ex.W-2 are two documents are certain notings which shows that due to paucity of funds named staff appointed on daily wages were paid for less amount than to what they entitled but these two documents are vehemently denied by the opposite party on the ground that this is neither official bill for payment nor it has been sent anywhere and it is only official note created by the office which is not authentic document. So far as Ex.W-6 to Ex.W-16 are concerned these are those documents which appears extract of Muster Roll in respect of daily attendance but none of this document appears signed by office incharge or by the workman Sh. Jindal and only a remark of some verification is there but who was the person who verified these attendance is not clear. These documents only show that Mr. Jindal the workman has been given some illegitimate support by these documents although there is no proof for his initial appointment on the post as he is claiming. The two other documents which have been brought on record as Ex.W-17 and Ex.W-18 or those letters issued to one Sh. Mohan Singh and Sh. Deepak Chandra intimating them appointment on contractual basis after holding interview. These two letter cannot be helpful in any way to the workman Jindal as Jindal could not produced any such letter of appointment on the basis of which he was given appointment in the year 2008 as he claims. It further appears that some of the employees who were appointed on contractual basis had filed Writ Petition before Hon'ble Punjab & Haryana High Court and Hon'ble High Court has directed consideration of regularization of those contractual staff as per relevant rules but remarkably in the list of petitioners there are seven persons but the workman Jindal has not been anyone of those 7 petitioner or there is no record to show that he had filed any separate Writ Petition before the Hon'ble High Court claiming his regularization. Had Mr. Jindal being also one of the appointee, akin to other petitioners, certainly he would have filed Writ Petition alongwith 7 petitioners but there is no such claim on behalf of workman Jindal. On the prayer of workman Sh. Jindal management has produced documents related to payment of salary to the employees of CGHS Office which are marked as Exhibit for M-18 Series in these pay bills name of workman Mr. Jindal does not appear, meaning thereby alongwith other employees he was not getting any remuneration from the CGHS Office. A part from it one document being Ex.M-5 is also produced on the record and this document is not denied by workman. This document Ex.M-5 is copy of registration card of workman Sh. Jindal with Regional Employment Exchange, Chandigarh. It shows that initial registration was in the year 2002 and same has been renewed on 28.03.2008. If workman Sh. Jindal was already appointed as Computer Operator on 07.03.2008, there appears no need to get the registration renewed on 28.03.2008 as normally a person who is employed need not to get renew his registration with employment exchange office. Apart from it I have already mentioned that in the replication to the written statement of management the workman has contradicted his claim by stating that he got the job as sponsored by Employment Exchange but again no document is filed supporting this claim. If this was the fact there was no need to get the registration with employment exchange as renewed which is done only for an unemployed person recommended by Regional

Exchange Office. A point of not providing any opportunity before terminating the services has been raised vehemently on behalf of workman but in the present case the workman has failed to prove that infact he was an employee of the opposite party CGHS Office and in above view of the matter it is held that there was no relationship of employer and employee between the workman and the opposite party. If a person is not appointed there is no question of his termination and thus it is held that the workman Sh. Jindal is not entitled for any relief.

10. While dealing the Issue No.I & III, it has been held that there was no relationship between employee and employer between the parties and the workman is not entitled to any relief and therefore, issue No.II as to whether the opposite party CGHS Office comes within definition of Industry or not need not to be decided separately.

11. In the light of discussion made hereinabove and in the facts and circumstances of the present case the Reference No. L-42012/136/2014-IR(DU) dated 11.11.2014 is decided against the workman Sh. Jindal and it is held that he is not entitled for any relief.

12.It is therefore-

ORDERED

That the present ID No.129/2014 titled as Jindal Vs CGHS arising out of Reference No. L-42012/136/2014-IR(DU) dated 11.11.2014 is dismissed and the workman is not entitled for any relief.

13.Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

Dated: 03.04.2025 B.K. GAUTAM, Presiding Officer

नई दिल्ली, 9 जून, 2025

का.आ. 1024.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **बीबीएमबी** के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण** -सह - **श्रम न्यायालय**,चंडीगढ़-2 के पंचाट **(संदर्भ संख्या 81/2018)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **22/04/2025** को प्राप्त हुआ था।

[सं. एल-23012/160/2018-आई.आर.सी.एम-II]

मणिकंदन.एन, उप निदेशक

New Delhi, the 9th June, 2025

S.O. 1024.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 81/2018)** of **the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh-2** as shown in the Annexure, in the industrial dispute between the Management of **Ms. BBMB** and **their workmen** received by the Central Government on **22/04/2025**

[No. L-23012/160/2018-IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh

(Presided over by Mr. Kamal Kant).

ID No.81/2018

Registered on:-11.12.2018

Smt. Sunki Devi Wd/o Sh. Devi Singh and Others (LRs of the deceased workman Devi Singh S/o Sh. Negi Ram) R/o Village Durghat, PO Jejwin, Tehsil Jhandutta, Distt. Bilaspur, Himachal Pradesh.

---------- Applicants

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh, 160019.

2. The Chief Engineer, Bhakra Beas Management Baord, BSL Project, Sundernagar, 175038.

----------Respondents

Present:- Mr. S C Gupta, AR for Workman.

Mr. Sandeep Sharma, Law Officer for respondent no.1 and 2

Award : 03.04.2025

Central Government vide Notification No.L-23012/160/2018(IR(CMII) dated 22.11.2018 under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following industrial dispute for adjudication to this Tribunal:-

> **"Whether the action of management of BBMB in not accepting the demands of Smt. Sunki Devi & Others Wd/o Late Devi Singh for declaringhisretrenchment/ termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid. If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?"**

1. The matter is fixed for filing affidavit by the applicants since 16.10.2024. However, the same was not filed despite availing several opportunities. Today also, no affidavit of applicants has been filed.

2. Since the applicants, despite availing several opportunities, have not filed their affidavit to prove their case against the respondents, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the ID Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 9 जून, 2025

का.आ. 1025.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह – श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 11/2019-20)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/04/2025** को प्राप्त हुआ था।

[सं. एल-22012/37/2019-आई.आर.(सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 9th June, 2025

S.O. 1025.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 11/2019-20)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **28/04/2025.**

[No. L-22012/37/2019– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD, PRESIDING OFFICER,

CGIT-CUM-LABOURT COURT, NAGPUR

Case No.CGIT/NGP/11/2019-20 Date: 07.04.2025.

Party No.1: The Area General Manager,
Western Coalfields Limited,
Chandrapur Area,
Chandrapur(MS)- 442 401.

: The Sub Area Manager,
Durgapur Open cast Mines,
Western Coalfields Ltd., Post: Urjanagar,
Distt.- Chandrapur-442401.

Versus

Party No.2: Shri Pravin Homdas Upare
Ex-security guard (Trainee),
Bhatadi, Post: Bhatadi, Tah & Distt.
Chandrapur(MS)- 442401.

AWARD

(Dated: 07th April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western coalfields Limited and their workman, Shri Pravin Homdas Upare, for adjudication, as per letter No.L-22012/37/2019-IR (CM) dated 08.05.2019, with the following schedule:-

> **"Whether the action of the management of WCL through the Area General Manager, Chandrapur Area Chandrapur and the Sub Area Manager WCL, Durgapur Open Cast Mines, Post. Urjanagar, Distt. Chandrapur in terminating the services of the applicant Shri Pravin Homdas Upare, Ex-security guard w.e.f. 18.12.2017 is just, fair and legal? If not whether the demand of applicant that he should be reinstate on the post of trainee security guard with continuity of services alongwith the full back wages from the date of termination i.e. 18.12.2017 is just fair and legal? If yes to what relief the applicant is entitled to?"**

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman Shri Pravin Homdas Upare, ("the workman" in short) filed the statement of claim and the management of Westen coalfields Limited ("party no.1" in short) filed the written statement. Workman filed his rejoinder as well as evidence on affidavit.

3. Meanwhile, today learned counsel for the petitioner filed an application for taking the case on today's board. Though, the case was listed on 13.06.2025, but looking the facts and circumstances of the case and being compromise in between the parties the case is taken on today's board and considered for passing the award.

Both parties have settled the dispute amicably in terms and conditions mentioned in the memo of compromise signed by both the parties.

Hence, it is ordered:-

ORDER

"The reference is answered in favour of the workman in terms of the settlement mentioned in the memo of compromise. The memo of settlement dated 07.04.2025 is made part of the award."

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 9 जून, 2025

का.आ. 1026.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्यागिक अधिकरण –सह – श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 19/2019-20)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/04/2025** को प्राप्त हुआ था।

[सं. एल-22012/60/2019-आई.आर.(सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 9th June, 2025

S.O. 1026.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 19/2019-20*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **28/04/2025**

[No. L-22012/60/2019– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/19/2019-20 Date: 03.04.2025.

Party No.1: The Mines Manager,
Western Coalfields Limited,
Saoner Mine No.2, Tah. Saoner, Distt
Nagpur-441107

V/s.

Party No.2:

1) Shri Suresh Purushottam
R/o WCL Saoner Mine, Shakti Nagar,
Qtr. No. 92/6, Tah. Saoner,
Distt – Nagpur – 441107.

2) The General Secretary,
Lal Zanda Coal Mines Mazdoor Union (CITU),
Branch: Saoner, Nagpur Area, Tah. Saoner,
Nagpur - 441107

AWARD

(Dated: 03rd April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfields Limited and their workman Shri Suresh Purushottam for adjudication, as per letter No. L-22012/60/2019 (IR(CM-II)) dated 10.07.2019, with the following schedule:-

"**Whether the action of the management of Western Coalfields Ltd., Saoner Mine No. 2, Tah. Saoner, Distt. Nagpur in dismissing the service of the workman Shri Suresh Purushottam is just fair & legal ? If not, to what relief the workman is entitled to?"**

2. Case is called out. Both the parties are absent. Both parties are not responding and attending the Court since 21.11.2019. No statement of claim has been filed by the petitioner till date. No other evidence has been adduced by the petitioner to prove his case. Petitioner is not coming to the Court since long back. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

ORDER

The action of the management of Western Coalfields Ltd., Saoner Mine No. 2, Tah. Saoner, Distt. Nagpur in dismissing the service of the workman Shri Suresh Purushottam is just fair & legal. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 9 जून, 2025

का.आ. 1027.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह – श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 36/2016-17)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/04/2025** को प्राप्त हुआ था।

[सं. एल-22012/81/2016-आई.आर.(सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 9th June, 2025

S.O. 1027.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 36-2016-17)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **28/04/2025**

[No. L-22012/81/2016– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/36/2016-17 Date: 01.04.2025.

Party No.1:

1) The General Manager,
Western Coalfields Limited,
Wani North Area of WCL, Post-Ukni,
Tehsil-Wani, Distt. Yavatmal,
Yavatmal (M.S)-445304.

2) The Sub Area Manager,
Pimpalgaon O/c Mines, Wani North Area of WCL
Post-Ukni, Tehsil-Wani, Distt. Yavatmal,
Yavatmal (M.S)-445304.

V/s.

Party No.2:

Shri Surendra Nilkant Khutemate,
Ex-Employee, R/o Pimpir(De), Tahsil-Bhadrawati,
Distt. Chandrapur,
Chandrapur (M.S)-442902.

AWARD

(Dated: 01st April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfields Limited. and their workman Shri Surendra Nilkanth Khutemate for adjudication, as per letter No. L-22012/81/2016 (IR(CM-II)) dated 07.03.2017, with the following schedule:- "

"**Whether the action of the Management of WCL through its Sub Area Manager, Pimpalgaon O/c Mines, Wani North Area, Western Coalfields Limited, Post Ukni, Tah: Wani, Dist: Yavatmal in termination of service w.e.f. 26/12/2000 and demand in reinstatement with continuity of service alongwith back wages of the Applicant Shri Surendra Nilkanth Khutemate, Ex-Worker is fair, just or legal ? If not, what relief the concerned workman is entitled to?"**

2. Case is called out. Shri Pushkar Ghare, Learned Counsel has filed his Vakalatnama on behalf of respondent today in Court, which is taken on record. But none is present on behalf of petitioner. Only today, Learned Counsel for the respondent is present before the Court. Earlier before, since 23.03.2020, both the parties are not responding and attending the Court. Although statement of claim and written statement have been filed by the parties respectively and petitioner has filed his affidavit in support of the contents of claim. But petitioner has not come before the Court to support the contention alleged in the statement of claim as well as affidavit filed by him. No other evidence has been filed by the petitioner till today. Petitioner is not attending the Court since long back. It appears that petitioner is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

ORDER

The action of the Management of WCL through its Sub Area Manager, Pimpalgaon O/c Mines, Wani North Area, Western Coalfields Limited, Post Ukni, Tah: Wani, Dist: Yavatmal in termination of service w.e.f. 26/12/2000 is fair, just & legal and demand in reinstatement with continuity of service alongwith back wages of the Applicant Shri Surendra Nilkanth Khutemate, Ex-Worker is unfair, unjust or illegal. The workman is not entitled to any relief.

(Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 9 जून, 2025

का.आ. 1028.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह – श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 04/2023-24)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/04/2025** को प्राप्त हुआ था।

[सं. एल-22012/28/2023-आई.आर.(सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 9th June, 2025

S.O. 1028.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 04/2023-24*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **28/04/2025.**

[No. L-22012/28/2023– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/04/2023-24 Date: 07.04.2025.

Party No.1: The General Manager,
Majri Area of WCL,
PO – Kuchna, Tah,
Bhadrawati, Distt.
Chandrapur – 442503.

V/s.

Party No.2: The Rashtriya Koyla Khadan Mazdoor Sangh,
WCL Hq Complex, Talankhedi Road,
Civil Lines, Nagpur – 440001.

AWARD

(Dated: 07th April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL, and their applicant Shri. Kuldip S Gadge Son of deceased employee Sangita S. Gadge for adjudication, as per letter No. L-22012/28/2023 (IR(CM-II)) dated 31.03.2023, with the following schedule:-

> **"Whether action of the management of Western Coalfields Limited in not providing dependent employee to Shri Kuldip S. Gadge Son of deceased employee Sangita S. Gadge, Ex.Clerk is legal and justified . If not, what relief the union/applicant is entitled to?"**

2. Case is called out. Both parties are absent. Petitioner has filed application under Section 36(4) of the ID Act, which is pending for disposal. But none is present to press on this application. Therefore, this application dated 15.05.2023 is hereby rejected being not pressed. Petitioner as well as respondent have not filed their statement of claim and written statement respectively till today. Petitioner has not filed any evidence to prove his case. Petitioner is not coming to the Court since long back. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The action of the management of Western Coalfields Limited in not providing dependent employee to Shri Kuldip S. Gadge Son of deceased employee Sangita S. Gadge, Ex.Clerk is legal and justified. The union/ applicant is not entltled to any relif.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 9 जून, 2025

का.आ. 1029.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह – श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 01/2023-24)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/04/2025** को प्राप्त हुआ था।

[सं. एल-22012/25/2023-आई.आर.(सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 9th June, 2025

S.O. 1029.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 01/2023-24*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **28/04/2025**

[No. L-22012/25/2023– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/01/2023-24 Date: 17.04.2025.

Party No.1: 1. The General Manager,
Wani Area of WCL,
PO-Urjagram, Distt.
Chandrapur – 442406.

2. The General Manager,
Wani North Area of WCL,
PO- Bhalar, Tah. – Wani,
Distt. – Yavatmal – 445304.

V/s.

Party No.2: The Secretary,
Rashtriya Koyla Khadan Mazdoor Sangh,
(INTUC), B-143, WCL Durgapur Colony,
PO – Urjanagar, Chandrapur – 442404.

AWARD

(Dated: 17th April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL, Wani Area, and their workman Shri. Jatindar Singh, for adjudication, as per letter No. L-22012/25/2023-IR(CM-II) dated 28.03.2023, with the following schedule:-

"**Whether action of the management of WCL (General Manager, Wani Area) in terminating services of their workman Shri Jatindar Singh, Ex-General Mazdoor is legal and justified . If yes, what relief the concerned workman is entitled to?"**

2. Case is called out. Both parties are absent. Both parties are not responding and attending the Court since 31/01/2024. Although, statement of claim has been filed by the petitioner but no written statement has been filed by the respondent till today. Petitioner has not filed any evidence to prove his claim. Petitioner is not coming to the Court since long back. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The action of the management of WCL (General Manager, Wani Area) in terminating services of their workman Shri Jatindar Singh, Ex-General Mazdoor is legal and justified. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 11 जून, 2025

का.आ. 1030.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डीजल लोको आधुनिकीकरण वर्क्स पटियाला के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**- I के पंचाट (142/2018) प्रकाशित करती है।

[सं. एल-41012/31/2018-आई.आर.(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 11th June, 2025

S.O. 1030.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 142/2018*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Diesel Loco Modernization Works Patiala and their workmen.

[No. L-41012/31/2018– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Brajesh Kumar Gautam, Presiding Officer, Chandigarh.

ID No.142/2018

Registered On: 22.01.2019

Jagdev Singh R/o H.No.272/10, Aman Nagar, Opp. Railway, DMW, Patiala (Punjab)-147001.

.....Workman

Versus

1. The Chief Personnel Officer, Diesel Loco Modernization Works, Patiala (Punjab)-147001.
2. Chief Administrative Officer (R), Diesel Loco Modernization Works, Patiala (Punjab)-147001.

.....Managements

AWARD

Passed On: 23.05.2025

Present Industrial Dispute was registered on the basis of reference order received from the Government of India, Ministry of Labour vide notification No. L-41012/31/2018-IR(B-I) dated 24.12.2018, under clause (d) of Sub-Section (1) sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

> "**Whether the action of the management of Diesel Loco Modernization Works, Patiala in termination the workman Shri Jagdev Singh w.e.f. 23.08.2010 is legal, fiar and justified? If not, what relief the workman is entitled to and from which date?"**

1. During the pendency of the proceedings before this Tribunal the case was fixed for filing replication by workman but none is responding on behalf of workman. It is submitted by the Ld. Counsel for the management that workman is not turning up since long and prayed for dismissal of the present claim petition.

2. Perused the file and it is found that since 29.10.2024 till now none is appearing on behalf of Workman. Several opportunities have already been given to the workman for filing replication but of no use. It denotes that the workman is not interested in adjudication of the matter on merits as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for the non-prosecution of workman. File after completion be consigned in the record room.

3. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 11 जून, 2025

का.आ. 1031.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफडिपो .एल.ओ. के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नं II दिल्ली** के पंचाट (45/2017) प्रकाशित करती है।

[सं. एल. 12025/01/2025-आई.आर.(बी-I)-66]

सलोनी, उप निदेशक

New Delhi, the 11th June, 2025

S.O. 1031.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.45/2017*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.* II *Delhi* as shown in the Annexure, in the industrial dispute between the management of F.O.L. Depot and their workmen.

[No. L-12025/01/2025– IR (B-I)-66]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

ID No. 45/2017

Sh. Shiv Singh & 3 Ors. vs. F.O.L. Depot and Others

Sh. Shiv Singh & 3 others

Through Hindustan Engineering & General Mazdoor Union

(Regd. 4479) Head Office: D-2/24, Sultanpuri, Delhi

…Applicants/Claimants

Versus

1. Union of India,
   Through Secretary
   Ministry of Defence, South Block
   New Delhi-01
2. Director General
   Army Supply Corporation (A.S.C.)
   Sena Bhawan, P.O. Delhi Headquarters
   New Delhi-11
3. Commandant, 210, F.O.L. Depot,
   A.S.C., Delhi Cantt, New Delhi

… Managements/respondents

Counsels:

For Applicant/ Claimant*:*

Sh. Kailash Jonwal, Ld. AR.

For Management/ Respondent*:*

Sh. Atul Bhardwaj, Ld. AR.

Award

30.04.2025

Item No.- 33

I.D. No. 45/2017

30th April 2025

Present:

The claimants in person.

Sh. Atul Bhardwaj, Ld. AR for the management.

All the claimants have filed their affidavits stating that they don't want to proceed further with the present case, as they have been reinstated in their jobs by the management. Their statements have been recorded separately.

Record perused. The present application has been filed on behalf of Sh. Shiv Singh & 3 other claimants **under section 33-A of the Industrial Disputes Act, 1947**, where the claimants alleged that their services were terminated by the management during the pendency of the case bearing I.D. no. 71/2013 titled *Sh. Titu Ram & 39 Ors. vs. Ministry of Defense & Ors.*

Record perused. It is noted that an award had been passed in the main I.D. no. 71/2013. The AR for the management admitted that they have filed a writ petition challenging the said award. He also admitted that the claimants have been reinstated in their jobs after six years.

In view of the statements on record, the application stands dismissed as withdrawn. A copy of this award is sent to the appropriate government for notification, as required under section 17 of the ID act 1947. The file is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Dated 30.04.2025

नई दिल्ली, 11 जून, 2025

का.आ. 1032.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी सी सी एल प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय** नंबर 1, धनबाद के पंचाट **(संदर्भ संख्या 21/2011)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **10/06/2025** को प्राप्त हुआ था।

[सं. एल-20012/73/2010-आई.आर.(सी. एम-I)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 11th June, 2025

S.O. 1032.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 21/2011*)*** of the **Central Government Industrial Tribunal-cum-Labour Court No.1, DHANBAD** as shown in the Annexure, in the industrial dispute between the Management of **BCCL,** and their workmen, received by the Central Government on ***10/06/2025.***

[No. L-20012/73/2010 – IR (CM-I)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 21/2011

Employer in relation to the management of P.B. Area of M/s. BCCL, Kusunda, Dhanbad.

AND.

Their workman.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- Smt. Sanchita De, Ld. Advocate.

For the workman. :- None.

State : Jharkhand. Industry:- Coal

Dated 30/05/2025

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-20012/73/2010-(IR(CM-I)) dated 05/04/2011 has been pleased to refer the following dispute between the employer i.e. management of P.B. Area of M/s. BCCL and their workman through Organizing Secretary, Rashtriya Colliery Mazdoor Sangh, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the action of management of Bhagandh Colliery of M/s BCCL in not regularizing Sri Amresh Kumar Singh as Accountant is fair and justified? To what relief the concerned workman areentited?"

2. On receiving order no. L-20012/73/2010-(IR(CM-I)) dated 05/04/2011 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 21 of 2011 was registered on 25.4.2011 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After issuance of notice, though none appeared from both sides previously but Smt. Sanchita De, Ld. Advocate on 30.05.2025 appeared from the side of the employer and furnished the death certificate of the workman Amresh Kumar Singh.

4. On perusal of the Xerox copy of death certificate of the workman Amresh Kumar Singh it transpires that the workman has died on 03.11.2024.

5. It further transpires that the relief as per the reference is personal in nature and therefore the case cannot be proceeded with due to the death of the workman and therefore, for the ends of justice, this case deserves to be dismissed.

7. Hence,

ORDERED

that this case is hereby dismissed and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 12 जून, 2025

का.आ. 1033.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स दिनेश कुमार स्वैन सिक्योरिटी एजेंसी**; **मेसर्स एसआईएस सिक्योरिटी एजेंसी; मेसर्स बीपीसीएल** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री कान्हू चरण पाइकराय** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.-23/2020)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. एल-30012/2/2020-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1033.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 23/2020)** of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Dinesh Kumar Swain, Security Agency; M/s. SIS Security Agency; M/s. BPCL** and **Shri Kanhu Charan Paikaray** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No. L-30012/2/2020-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-LabourCourt,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 23/2020

Date of Passing Order – 10th March, 2025

Between :-

1. M/s. Dinesh Kumar Swain, Security Agency,
HIG-194, Kanan Vihar, Patia, Phase-2,
Chanasekharpur, Bhubaneswar, Odisha – 751 031.

2. M/s. SIS Security Agency, K-9A, Kalinga Vihar,
Post – Patrapada, P.S. Khandagiri, Khurda,
Odisha – 751 019.

3. The Manager (Operation),
M/s. BPCL, LPG Filling Plant,
Industrial Estate, Khurda, Odisha – 752 057

… 1st Party-Managements.

(And)

Shri Kanhu Charan Paikaray,
S/o. Sh. JudhistiraPikaray, At. Kumar Khatia,
Post – Jatni, Dist. Khurda, Odisha – 752 050.

… 2nd Party-Workman.

Appearances:

None. … For the 1st Party-Managements.

None. … For the 2nd Party-Workman.

ORDER

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-30012/2/2020 – IR(M), dated 22.07.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

"Whether the action of the management of M/s. Dinesh Kumar Swain, Security Agency, Contractor of BPCL, LPG Plant, Industrial Estate, Khurda by not redeploying Shri Kanhu Charan Paikaray, Security Guard in his old assignment and without adhering to Section 25-H of the I.D. Act, 1947 is legal and/or justified? If not, what relief the workman is entitled to?"

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd Party-Workman.

4. On receipt of the above reference, notice was sent to the 2nd Party-Workman on 05.09.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Workman, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Workman. Despite service of the notice, the 2nd Party-Workman opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Workman is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Workman has neither filed statement of claim nor has led any evidence so as to prove its cause against the Managements, it is presumed that there is no claim of workman against the Managements.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated &Corrected by me.

DINESH KUMAR SINGH,Presiding Officer

नई दिल्ली, 12 जून, 2025

का.आ. 1034.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स नारायणी मिनरल्स; मेसर्स पेंगुइन ट्रेडिंग एंड एजेंसीज लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **सुंदरगढ़ माइंस**

एंड ट्रांसपोर्ट वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.-77/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. एल-26011/12/2018-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1034.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 77/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Narayani Minerals; M/s. Penguin Trading & Agencies Ltd.** and **Sundargarh Mines & Transport Workers Union** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No. L-26011/12/2018-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,

Presiding Officer, C.G.I.T.-cum-Labour Court,

Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 77/2018

Date of Passing Order – 10th March, 2025

Between :-

1. M/s. Narayani Minerals, Contractor,
   C/o. Raikela& Tantra iron Mines of
   M/s. Penguin Trading & Agencies Ltd.,
   At. Raikela, Po. Dengula, District – Sundargarh (Odishha).
2. The Director, M/s. Penguin Trading & Agencies Ltd.,
   Raikela& Tantra Iron Mines, At. Raikela,
   P.O. Dengula, Dist. Sundargarh, Odisha.

… 1st Party-Managements.

(And)

The General Secretary,
Sundargarh Mines & Transport Workers Union,
At./Po. Koira, Dist. Sundargarh – 770 043.

… Managements.

Appearances:

None … Applicant-Workman.

None … For the Managements.

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour New Delhi vide order No. L-26011/12/2018 – IR(M), dated 30.10.2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

"Whether the action of the management of M/s. Naaraayani Minerals, contractor of M/s. Penguin Trading & Agencies Ltd. at Raikela and Tantra Iron Mines in refusing employment to the workman Shri Gura Munda is proper, legal & justified? If not, what relief the workman is entitled to?"

2. Though the 2nd Party-Union has not appeared before the Tribunal but statement of claim has been filed on behalf of his behalf on 18.12.2019.

3. The case of the 2nd party-Union as per the statement of claim is as follows:-

That the disputant Sri Gura Munda joined as a Driver under M/s. Narayani Minerals a Contractor of M/s. Penguin Trading & Agencies Ltd. with effect from 27.05.2015. He has completed 240 days work in each calendar year from 27.05.2015 to 25.10.2017, but because of his involvement in union activities he was refused employment verbally with effect from 25.10.2017 by the Managements. He was neither served with any charge-sheet nor the letter of termination by the Management. After his termination he approached the Management through Union several times, but the Managements have not considered the request. Thereafter the Union approached the Regional Labour Commissioner (Central), Rourkela and on failure of the conciliation proceedings the present reference has been sent to this Tribunal for adjudication.

He has prayed to answer the present dispute in his favour by passing an award with direction of his reinstatement into service and for payment of full back wages.

4. The 1st Party-Management No. 1 & 2 have appeared and took several adjournments for filing of written statements, but they have not filed their written statements.

5. When the case was posted for filing of written statement by the Managements the disputant-workman appeared on 12.06.2024 and filed a petition with a prayer to drop the proceeding as he is not interested to proceed with the case and to pass necessary orders in closing the case.

6. Now in this case there is nothing on record except the statement of claim filed on behalf of the 2nd party-workman, so the workman has failed to prove his own case.

7. In view of such the reference is answered against the 2nd party-workman

8. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated &Corrected by me.

DINESH KUMAR SINGH,Presiding Officer

नई दिल्ली, 12 जून, 2025

का.आ. 1035.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड; पंजाब एक्स-सर्विसमैन कॉर्पोरेशन; हरपिंदर पाल सिंह सिक्योरिटी एजेंसी** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री सुखदेव सिंह** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेन्स न.-19/2020)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-70]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1035.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 19/2020)** of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bharat Petroleum Corporation Ltd.; Punjab Ex-Servicemen Corporation; Harpinder Pal Singh Security Agency** and **Shri Sukhdev Singh** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No. Z-16025/04/2025-IR(M)-70]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Presiding Officer: Sh. Brajesh Kumar Gautam.

ID No.19/2020

Registered On:-29.12.2020

Sukhdev Singh S/o Sh. Joginder Singh R/o Village Bathuha, Tehsil Dhuri District Sangrur-148034.

.....Workman

Versus

1. Bharat Petroleum Corporation Ltd. Marketing Division Kandla, Jind Road, Jind Orad, Sangrur, Punjab 148001 through its Depot Manager.

2. Punjab Ex-Servicemen Corporation (PESCO) SCO 89-90, Sector 34-A, Chandigarh 160022 through its Director.

3. Harpinder Pal Singh Security Agency, Office: Cabin No.1, 2nd Floor SCO 830, NAC, Manimajra, Chandigarh (U.T.)-160101 through its Managing Director.

.....Respondents

AWARD

Passed On:-23.05.2025

1. The workman Sh. Sukhdev Singh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.

2. During the pendency of the proceedings before this Tribunal the case was fixed for submitting service report of respondent No.3 by Workman but workman is not responding from several dates which denotes that the workman is not interested in adjudication of the matter on merits.

3. Since the workman has neither put his appearance since long i.e. from 01.11.2024 till 19.03.2025 and nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of the case. File after completion be consigned in the record room.

4. Let copy of this award be sent to CentralGovernment for publication as required under Section 17 of the ID Act, 1947.

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 12 जून, 2025

का.आ. 1036.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **कमांड गैस एजेंसी** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री चदाराम ईश्वर राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-59/2015)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. एल-30012/19/2015-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1036.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 59/2015)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Command Gas Agency** and **Sri Chadaram Eswara Rao** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No. L-30012/19/2015-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**
Presiding Officer

Dated the 24th day of April, 2025

INDUSTRIAL DISPUTE No.59/2015

Between:

Sri Chadaram Eswara Rao,

D.No.38-40-68/1m,

Main Road, Marripalem,

Visakhapatnam - 530018. ….. Petitioner

AND

1. The Commanding Officer,
   INS Circars, Naval Base (Post),
   (Chief Patron and President of Command
   Gas Agency-II, 104 Area)
   Visakhapatnam – 530 014.
2. The Officer-in-Charge,
   Command Gas Agency No.II,
   Sri Vijayanagar Colony, 104 Area,
   Marripalem Post,
   Visakhapatnam – 530 018. …. Respondents

Appearances:

For the Petitioner : Sri Rapeti Srinivasa Rao, Advocate

For the Respondent: Sri D. Ramesh, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-30012 / 19/ 2015 -IR(M) dated 21.7.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of INS Circars, Naval Base (Post) and their workman. The reference is,

SCHEDULE

"Whether the action of the management of Command Agency-II, Sri Vijayanagar Colony, 104 Area, Visakhapatnam in terminating the services of Shri Chadaram Eswara Rao, Ex-Clerk is legal and justified? If not, to what relief the workman concerned is entitled?"

The reference is numbered in this Tribunal as I.D. No. 59/2015 and notices were issued to the parties concerned.

2. **The averments made is the claim statement are as follows**:

The workman submits that he was appointed as clerk at Command Gas Agency-II, 104 Area, Visakhapatnam under management and control of commanding officer being conducted an interview on 28.6.2000 and selected by duly construed selection committee on 1.7.2000 on an Honorarium of Rs.l800/- per month. Ever since then he has been worked uninterruptedly under various officers stood posted as in-charge command gas agency-ll, 104 area, Visakhapatnam straining every nerve of him for the efficient administration and courted not even a simple warning. The Command Gas Agency -II, 104 Area Visakhapatnam have got its own standing orders and in pursuance of which the Petitioner had also been given an appointment order on dt. 01-07-2000. Further, it is submitted that the nature of duties concerned are, 1. Booking orders from customers, 2. preparation of bills, 3. Assigning delivery schedule to delivery boys with instructions from Manager of Command Gas Agency-ll, 4. receiving collection from delivery boys, 5. Performing bank transaction, 6. Depositing cash in bank jointly by manager, 7. preparing closing balance of

stock, 8. Scheduling the day with BPCL software, 9. Preparing reports to BPCL on fortnightly basis. It is submitted that while so, the workman suffered from high malaria fever with headreeling along with back-ache since December, 2012. Though suffering with pain, the workman served with the Interest of Command gas Agency-ll (CGA I) and when the Problem comes to unbearable, the applicant sent a letter of sick intimation to the Officer-in-Charge (O /C) of Command Gas Agency II, and also informed the Manager of CGA Il regarding the health problem. Upon which the O I/C of CGA-II sent a sailor (Vikas Verma CHSWA No 193630 -W) to workman's house and confirmed the same with a letter to the Workman on 21.1.2013. Further, it is submitted that the O I/c issued a letter by hand to the workman to give necessary medical documents in proof of health. The workman submitted by hand the necessary medical documents to the O I/C Dr. Satish K Yadav. Then, O I/c has issued two cryptic show cause notices to the workman with false statements on workman, even though fulfilled the documentations as well as replied to show cause notices on 26.3.2013. On 1.3.2013 obeying the order of O I/C the workman approached the O I/C to resume his duties, the O I/C categorically told the workman that "already one employee workman of CGA-II is proceeded to Court and you also proceed to court" Then the workman returned. The workman submits that on 10.4.2013 the O I/C sent a letter to Workman to report to duty with medical fitness certificate, upon which the workman reported to duty on 1.6.2013, then the O I/C has started harassment to the workman with various methods i.e., not assigning work in previous post and make him stand outside, and telling/ humiliating that he should make salute every three times to other fellow NPF employee and manager, and to Secretary O I/C also recorded the conversation of workman without his consent and also making statements with other NPF-employees as the workman should wait out like a "watch dog ". Also the O I/C informed that he was not at all interested to rejoin the workman and allowed only on humanitarian grounds and started humiliation / harassment in several ways. When the harassment was at high peak and unbearable the workman was stopped attending office since 11.6.2013 without taking salary and then the O I/C issued termination notice to the Workman on 31.7.2013. The workman replied to this on 2.8.2013 and the same was informed to the higher authorities. Further, it is submitted that there no enquiry was held, no service benefits have been paid and that the applicant has not been gainfully employed ever, right from the day one he was kept out of employment till today. Further, it is submitted that the action of the Respondent Management is arbitrary, unlawful, wrongful illegal, illogical , capricious, vindictive, an unfair labor practice, an act contrary to fair play in action against the Principles of Natural Justice, void ab- initio, and is therefore liable to be set aside and consequently Management be advised to reinstate the worker with all consequential benefits including back Wages in full and continuity of service etc.,

3. **Respondent filed counter denying the averments of the Petitioner as under**:

It is submitted that the Command Gas Agency is a Non-Public Fund organization and no Government funds are either allocated or spent for the purpose of the agency. The Command Gas Agency supplies cooking Gas (LPG) for the benefit of Naval personnel residing in and around SVN Colony, Marripalem. The agency is run from the commission given by BPCL on sale of cooking Gas. As such the Command Gas Agency is a Non Public Fund managed by an Officer-in-Charge of the area and the Government has nothing to do with the appointment and employment of the agency. Therefore the Non-Public Fund agency will not come under the purview of the Industrial Disputes Act. As such the application before this Tribunal is not maintainable under law. The Command Agency I, SVN Colony, 104 Area, Visakhapatnam constitutes an essential service for the supply of LPG cylinders to about 2300-2400 families of Defence service personnel staying in and around SVN Colony, Marripalerm. Five in number civilians are employed on consolidated honorarium basis and are paid through the financial yields earned by the gas agency alone. They are to look after day-to-day functioning of the agency. Being a Non-Governmental agency, no Government funds are authorized /accorded sanction hitherto. It is submitted that Sri Eswararao, was appointed on 6.11.1998 as a billing clerk. He remained absent from duty without prior intimation/ approval administrative authorities/ management of Command Gas Agency 4, SVN Colony w.e.f 1.12.2012 to 30.6.2013. His absence caused substantial inconvenience to the Customers and embarrassment to the management of the Command Gas Agency II. The manager of gas agency visited his house on 12.12.2012 to enquire about his well being and also requested him to join the duty as customers were facing severe problems for getting their LPG cylinders. A letter dated 13.12.2012 from the said employee was received on 19.12.2013 intimating about his sickness. Subsequently a letter dated 21.1.2013 was issued from Respondent's office directing the individual to produce medical documents and rejoin the duty. Further, it is submitted that the individual neither reported for duty nor responded to the letter till 31.1.13. Accordingly when there was no response by the Petitioner nor submission of any medical documents with respect to his absence, a Show Cause Notice dated 1.2.2013, was issued by the Officer-in-Charge Command Gas Agency, which the refused to accept. Further, it is submitted that the show Cause Notice was sent by registered post with acknowledgement on 7.2.2013 for which no receipt has been acknowledged and notice was returned to Respondent office on 25.2.13. Subsequently on 25.2.2013, sick intimation was received from the workman along with medical documents. When the workman failed to reply to the Show Cause Notice, nor reported for duties, he was served with another show cause notice dated 28.2.13. Further, it is submitted that workman replied to the said Show Cause Notice vide letter dated 26.3.2013, the administrative authorities in order to afford him another chance, advised him to join his duty. It is submitted that the administrative authorities vide letter dated 10.4.2013 advised the Petitioner to report on duty along with his medical fitness documents. Accordingly, the Petitioner reported to duty after a break of 07 months on 1.7.2013. Subsequently he stopped coming to duty from 11.7.2013 without citing any verbal/written

intimation/reasons. The presence of the individual was deemed detrimental to the interest of organization since he was also misguiding other employees in addition to his frequent and prolonged absence. Despite various warnings to the Petitioner with respect to his absence, the individual did not redeem upon his conduct. Thereafter the employment of Sri Chadaram Eswararao was terminated on 31.7.2013 in accordance with Naval Headquarters New Delhi Letter No. Hon'ble Apex Court/NPF/Civilian dated 29.5.2002. It is submitted that in accordance with Para 19 of NHQ letter refereed ibid the employees paid out of Non-Public Fund shall not be entitled to any kind of pensionary/retirement benefits. Therefore, the Petitioner is not entitled to any kind of pensionary/retirement benefits. In the light of the reasons stated above, it is just and necessary that this Hon'ble Tribunal may be pleased to dismiss the application, in the interest of justice.

4. On the basis of averments made in the claims statement and contention made in the counter by the Respondent following points emerge for determination:-

I. Whether the action of the Respondent management in terminating the services of Petitioner Sri Chadaram Eswara Rao vide order dated 31.7.2013 is legal and justified?

II. To what relief if any the Petitioner is entitled for?

Findings:-

5. **Points No.I & II**:- In support of his claim statement, Petitioner has examined witness WW1. In his chief statement of affidavit witness has deposed that,

"5) I respectfully submits that While So, I was suffered With high malaria fever with headreeling along with back ache Since December 2012 Even though With the pain, I served with the Interest of Command gas Agency-ll (CGA I) and when the Problem Comes to unbearable to me to sent a letter of sick intimation to the Officer-in-Charge (O I/C) of Command Gas Agency- |Il, before that I informed the Manager of CGA-|l regarding the health problem. Upon which the O I/C of CGA-I| Sent a sailor (VIkas Verma CHSWA No 193630 -W) to my house and conformed the same With a letter to me on 21-jan 2013 the O I/C issued a letter by hand to the workman to give necessary medical documents in proof of health, I submitted by hand the necessary medical documents to the O I/C Cdr Satish K Yadav After which the O I/C' is Issued two cryptic show cause notices (on 01 Feb 2013 and 28 Feb 2013) With false statements to me. Even though I fulfilled the documentations as well as reply to show cause notices on. 26-03 2013. On 1 Mar 2013 In obeying the order of O /C I was approached the O/C to resume my duties. The O I/C categorically told to me that "already one employee of CGA-I| is proceeded to Court and yoU also proceed to court" Then I returns to my house.

6) I respectfully submits that On 10 Apr 2013 the O I/C sent a letter to me to report to duty with medical fitness certificate Upon which I reported to duty on 1st Jun 2013, then the O /C has started harassment to me with various methods like not assigning work in previous post and make me Stand outside, and telling/ humiliating that I should make salute every 3 times to other fellow NPF employee and manager, and to Secretary O I/C also recorded the conversation of me Without my consent and also making statements With other NPF-employees as the I should wait out like a "watch dog ". Also the O I/C Informed that he was not at all interested to rejoin me and allowed only on humanitarian grounds. And started humiliation / harassment in several ways. When the harassment was at high peak and unbearable to me was stopped attending office since 11 Jun "2013 without taking salary (Then the O VC was issued termination notice to the' me 31 Jul 2013 and I replied to this on 02- 08-2013 and the same Was Informed to the higher authorities."

Further, the WW1 has deposed that the Respondent has issued the termination order dated 31.7.2013 illegally, arbitrarily against the principles of natural justice and void ab initio. Further, witness WW1 by his evidence has also exhibited the photocopies of documentary evidence Ex.W1 to W13, in support of his claim. Ex.W1 is the appointment letter issued by the Respondent in the name of Petitioner Sri Ch.Eswara Rao, dated 1.7.2000 for the post of clerk. Ex.W2 is sick intimation dated 13.12.2012 sent by Petitioner to the officer in charge gas agency. Ex.W3 is the report. Ex.W4 again is the report dated 21.1.2013 submitted by the commander gas agency. Ex.W5 consists two show cause notices issued by officer in charge dated 1.2.2013 and 28.2.2013 to the Petitioner. Ex. W6 is the reply to show cause notice sent by the Petitioner to the officer in charge and Ex.W7 is the report to work dated 10.4.2013 wherein it is mentioned that the Petitioner was requested by the Management to resume his duty at an early date. It is also mentioned therein that the Respondent officer has not stopped Petitioner in attending his work and Petitioner himself has stopped to join the work on his own due to sickness. Further, Petitioner was advised to report for duty with medical fitness. Document Ex. W8 is letter dated 24.6.2013 which shows that the Petitioner was permitted to resume the work at command gas agency II along with joining letter of Petitioner. Ex.W9 is the termination letter dated 31.7.2013 of the Petitioner issued by officer in charge, Command Gas Agency. The contents of said letter Ex.W9 are reproduced hereunder:-

"1. Refer to this office Show Cause notice issued vide letter 103/2/CGA/104 A dated 01 Feb & 28 Feb 13 and your reply to the Show Cause notice vide your letter dated 26 Mar 13.

2. The issue has been examined by the competent authority and your reply to the Show Cause notice has been found untenable.

3. Further, you reported on duty after 7 months of break on 01 Jul 13 in response to directives issued by this office vide letter 103/2/CGA/104 A dated 10 Apr, 24 May & 24 Jun 13. Subsequently, you have stopped coming to office from 11 Jul 13 without any verbal / written intimation.

4. Having considered all aspects, the Appointing Authority in accordance with Naval Headquarters letter AC / NPF/ Civilian dated 29 May 2002, terminates your services with immediate effect."

Thus, from the above oral and documentary evidence it is evident that Respondent Management has not conducted any departmental enquiry against Petitioner for his alleged absence from duty before issuing the termination order, i.e., Ex.W9. Respondent was provided sufficient opportunity to cross examine witness WW1, but none appeared from Respondent's side to cross examine the witness WW1. Therefore, the opportunity to cross examine the witness was closed by this court vide order dated 29.7.2019. Thus, the deposition of the WW1 regarding his illegal termination from service and the documentary evidence produced by him remained uncontraverted and liable to be admitted in evidence.

6. However, the co0py of that the Terms and Conditions of Civilian Employees through Non Public Fund, of the Respondent has been filed on record whereby the terms and conditions of the service of the Petitioner is regulated. The relevant para of said terms and conditions are mentioned hereunder:-

Section 33 and 34 of the said Terms And Conditions Of Civilian Employees Through Non Public Fund provides as follows:-

"33. Procedure for with case of Misconduct: Before awarding to an employee any of the punishments mentioned in Para 20(b)(v) and 31 above, the following procedure shall be followed by the Disciplinary Authority:-

(a) The employee is to be served with charge sheet, clearly stating the imputation og misconduct against him and calling upon him to show cause as to why one or more of the punishments included in these guidelines should not be awarded to him.

(b) The reply to the chargesheet, if any, is to be duly considered by the Disciplinary Authority.

(c) If the employee so desires, he/she is to be heard in person and is also to be allowed to cross examine witnesses against him/her or produce witnesses in his/her defence.

34. The following disciplinary procedure shall be adopted for dismissal/discharge of an employee on account of misconduct or disciplinary grounds in accordance with the principles of natural justice as applicable on case to case basis:-

(a) Issuance of charge sheet.

(b) Appointment of Inquiry Officer.

(c) Holding of an inquiry.

(d) Perusal of the Report of Inquiry Officer by the Disciplinary Authority

(e) Issuance of show cause notice

(f) Issuance of Order of punishment."

Undisputedly, in the present case no disciplinary proceeding has been conducted by r against the Petitioner before issuing his termination order dated 31.7.2013. Whereas by the impugned termination order Petitioner has been inflicted the major penalty of dismissal from the service without conducting any disciplinary proceeding which is in gross violation of principles of natural justice.

In this context, I would like to make reference of the decision of Hon'ble Supreme Court in the case of **Sandeep Kumar vs. GB Pant Institute of Engineering and Technology, Ghurdauri & Ors.** dated 16th April 2024 wherein, Hon'ble Supreme Court have held:-

"19. In this background, we are of the firm view that the termination of the services of the appellant without holding dehors the disciplinary enquiry was totally unjustified and requirements of law and in gross violation of principles of natural justice. Hence, the learned Division Bench of the High Court fell in grave error in dismissing the writ petition filed by the appellant on the hypertechnical ground that the minutes of 26th meeting of the Board of Governors dated 16th June, 2018 had not been placed on record."

Therefore, in view of the fore gone discussion and law laid down by Hon'ble Apex Court, the Petitioner herein has been terminated from service by the Respondent vide Ex.W9 without conducting any Disciplinary Enquiry which is illegal and not justified. Therefore, termination order dated 31.7.2013 passed by Respondent of the Petitioner being in gross violation of Rules, Terms and Conditions of Civilian Employees Through Non-Public Fund and principles of

natural justice, hence, is liable to be set aside and the Petitioner is entitled for reinstatement into the service with back wages.

Thus, Points No. I & II are decided accordingly.

AWARD

The termination order dated 31.7.2013 of the Petitioner Sri Chadaram Eswara Rao, Ex.Clerk passed by the Respondent Command Gas Agency-II, Sri Vijayanagar Colony, 104 Area, Visakhapatnam held illegal and not justified, hence, is here by set aside. Respondent is directed to reinstate the Petitioner Sri Chadaram Eswara Rao into service within one month after receipt of this award. Petitioner shall also be entitled for half of back wages from the date of termination till his reinstatement.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 24th day of April, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Chadaram Eswara Rao	NIL

Documents marked for the Petitioner

Ex.W1: Photostat copy of appointment order dt.1.7.2000

Ex.W2: Photostat copy of sick intimation dt.13.12.2012

Ex.W3: Photostat copy of report of CHSWA dt.21.12.12

Ex.W4: Photostat copy of letter to O I/c dt.21.1.13

Ex.W5: Photostat copy of show cause notice dt.1.2.13 & 28.2.13

Ex.W6: Photostat copy of reply to show cause notice dt.26.3.13

Ex.W7: Photostat copy of lr.to O I/c to report work dt. 10.4.13 & 24.6.13

Ex.W8: Photostat copy of joining report by workman dt.1.6.13

Ex.W9: Photostat copy of termination notice dt.31.7.13

Ex.W10:Photostat copy of reply to termination notice dt.2.8.13

Ex.W11:Photostat copy of RLC(C) report dt.31.7.14

Ex.W12:Photostat copy of RLC(C) report dt.24.4.15

Ex.W13:Photostat copy of reference order dt.21.7.15

Documents marked for the Respondent

NIL

नई दिल्ली, 12 जून, 2025

का.आ. 1037.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मैक्स लाइफ इंश्योरेंस, श्री लक्ष्मी गोल्डन प्लाजा** के प्रबंधतंत्र के संबद्ध नियोजकों और **सुश्री गौसिया बेगम** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-25/2024)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-71]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1037.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 25/2024)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Max Life Insurance, Sri Lakshmi Golden Plaza** and **Ms. Gowsia Begum** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No. Z-16025/04/2025-IR(M)-71]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 22nd day of April, 2025

INDUSTRIAL DISPUTE No. 25/2024

Between:

Ms. Gowsia Begum,

D/o Late Anwar Basha,

D.No. 73-7-6, Narayanapuram,

Sattammatalli Veedhi, Rajahmundry,

East Godavari, Andhra Pradesh-533101.

……Petitioner

AND

Max Life Insurance,

Sri Lakshmi Golden Plaza,

D.No. 46-7-12, Damavaopeta,

Rajahmundry, East Godavari,

Andhra Pradesh-533101. **….Respondent**

Appearances:

For the Petitioner : None

For the Respondent: G Nagesh, Advocate

AWARD

The Government of India, Ministry of Labour by its order No.7/3/2024-B1 dated 29.05.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Max Life Insurance and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of Max Life Insurance, Rajahmundry in terminating the services of its workman Ms.Gowsia Begum, D/o Late Anwar Basha, Rajahmundry is justified or not? If not, what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No 25/2024 and notices were issued to the parties concerned.

2. Petitioner absent. Record shows that, on previous date, notice issued to petitioner served but petitioner is absent. Petitioner is not present today also and did not filed any claim statement. It seems that petitioner is not interested in pursuing his case. In absence of Claim Statement and absence of petitioner, a 'No-Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 22nd day of April, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 12 जून, 2025

का.आ. 1038.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स गंट्याडा, हॉर्टिकल्चर सोसाइटी लिमिटेड; आरआईएनएल, विशाखापत्तनम स्टील प्लांट** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्रीमती देवारा अप्पलाकोंडाम्मा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-45/2024)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-72]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1038.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 45/2024)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Gantyada, Horticulture Society Ltd; RINL, Visakhapatnam Steel Plant** and Smt. Devara Appalakondamma which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No. Z-16025/04/2025-IR(M)-72]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 17th day of December, 2024

INDUSTRIAL DISPUTE No. 45/2024

Between:

Smt. Devara Appalakondamma,

W/o Devara Ramana, D.No. 22-33-7,

Viyyapuvanipalem Village,

Peda Gantyada, Visakhapatnam-530044. **.....Petitioner**

AND

1. M/s Gantyada, Displaced Persons
   Horticulture Society Ltd.,
   18-31-1, Balacheruvu, R.H. Colony,
   Pedagantyada, Viskhapatnam-530044.

2. The Chairman-Cum-Managing Director,

RINL, Visakhapatnam Steel Plant,

Ukkanagaram, Visakhapatnam-530031. **….Respondent**

Appearances:

For the Petitioner : None

For the Respondent: None

AWARD

The Government of India, Ministry of Labour by its order No.8/27/2024-B1 dated 27.09.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s RINL & Others and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of M/s Gantyada Displaced Persons Horticulture Society, contractor of RINL, Viskhapatnam in terminating Smt. Devara Appalakondamma ex- workman from the services on the grounds of attaining the age of superannuation is justified? If not, what relief the concerned workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No 45/2024 and notices were issued to the parties concerned.

2. Petitioner absent. Petitioner is not present today also and did not filed any claim statement. It seems that petitioner is not interested in pursuing his case. In absence of Claim Statement and absence of petitioner, a 'No-Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 17th day of December, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 12 जून, 2025

का.आ. 1039.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **लोडिंग अनलोडिंग वर्कर्स वेलफेयर एसोसिएशन** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-52/2024)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-73]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1039.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 52/2024)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Hindustan Petroleum Corporation Ltd.** and **Loading Unloading Workers Welfare Association** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No. Z-16025/04/2025-IR(M)-73]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 28th day of April, 2025

INDUSTRIAL DISPUTE No. 52/2024

Between:

The President,

Loading Unloading Workers Welfare Association,

C/o LPG Terminal HPCL Petro Park

Port Connectivity Road Opp INS Dega,

Visakhapatnam, Andra Pradesh-530019.

…… **Petitioner**

AND

The DGM-Installation,

Hindustan Petroleum Corporation Ltd.,

Visakh LPG Terminal, HP Petro Park,

Port Connectivity Road,

Visakhapatnam-530009. **….** **Respondent**

Appearances:

For the Petitioner : None

For the Respondent: GVS Ganesh, Advocate

AWARD

The Government of India, Ministry of Labour by its order No.8/33/2024-B1 dated 27.11.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Hindustan Petroleum Corporation Ltd.,and their workmen. The reference is,

SCHEDULE

"Whether the demands as listed below raised by the President, Loading Unloading Workers Welfare Association, Viskhapatnam against the management of Hindustan petroleum Corporation Limited, Visakh LPG Terminal, Visakhapatnam is fair, legal and justified?

1. Rate per 14.2 Kg cylinder Rs. 2/-
2. Agreement for the 5 years as per Tender from 16.12.2022 to 15.12.2027.
3. Entry passes should be issued on the Association Name.
4. All workmen should enter like Countract Labour.

If not, to what relief the Loading Unloading Workers Welfare Association, Visakhapatnam is entitled to?

The reference is numbered in this Tribunal as I.D. No 52/2024 and notices were issued to the parties concerned.

2. Petitioner absent. Record shows that, on previous date, notice issued to petitioner served but petitioner is absent. Petitioner is not present today also and did not filed any claim statement. It seems that petitioner is not interested in pursuing his case. In absence of Claim Statement and absence of petitioner, a 'No-Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 28th day of April, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 12 जून, 2025

का.आ. 1040.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स सेंट्रल सिल्वर प्लांट; मेसर्स ब्लैक हाउंड सिक्योरिटी सर्विसेज प्राइवेट लिमिटेड; मेसर्स मार्स नेटवर्क सिक्योरिटी सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री भगवती प्रसाद** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-13/2011)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-74]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1040.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 13/2011)** of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Silver Plant; M/s Black Hound Security Services Pvt. Ltd.; M/s Mars Network Security Services** and **Shri Bhagwati Prasad** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No. Z-16025/04/2025-IR(M)-74]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-cum-Labour Court, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 13 of 2011

Bhagvati Prasad S/o Sri Chandra Pal

R/o Village - Pure Basant Singh, PO-Sultanpur Khera

District Rae-bareli .....Applicant/Workman

Versus

1. M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli,
   Through its Project Manager;
2. Project Manager
   M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli;
3. M/s. Black Hound Security Services (P) Ltd.
   261, Sadar Bazar District Jhansi
   through its Managing Director;
4. M/s. Mars Network Security Services,
   Head Office at 435, Lakhanpur, Vikas Nagar,
   District Kanpur through its Manager ....Employers/Opp.Parties

Judgment

Heard Sri R.K. Verma learned counsel for the workman and Sri Adarsh Jagdhari, learned counsel for the respondent no. 1 & 2.

Case of the workman:

Sri R.K. Verma learned counsel for the workman on the basis of pleading in the application u/s 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) submits and under:

"1. The workman was initially engaged on 16.01.2009 by the employer ie. Project Manager, M/S. Central Sliver Plant, Khadi Village & Industries Commission, Amawan Road, Raibareli and since then the workman had been continuously working till his oral termination on 19.03.2010 in the department of carding, Daffer and blowroom.

2. The workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the Machines of the principal employer ie. Central Sliver Plant, KVIC, Raibareli.

3. That the monthly salary was being paid to the tune of Rs. 2900/- after deduction of contribution of provident Fund as well as E.S.I..

4. The work, conduct, performance and behaviour of the workman has always been found as excellent and no complaint, show cause notice or any such charge sheet has been served to the workman during his whole service period by the employers.

5. The services of the workman has wrongly been terminated/retrenched orally on 19.03.2010 without any thyme and reason and prior To termination/retrenchment neither any notice nor notice pay in lieu thereof has making such been given to the workman by the aforesaid employers, as such the employers have contravened and violated Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as L.D. Act).

6. The work for which the workman was engaged is perennial in nature and is still available and in place of the workman some new workmen have been newly engaged through the contractor.

7. About 21 workmen were engaged as on daily wager basis and all workmen have completed about 10 to 6 years continuous service were become eligible for regularization but in lieu of making regularization, their services have been terminated/retrenched orally from the month of February 2010 to March 2010 without following due process of law violating certain provisions under Section 25-F of the 1.D.Act, 1947, which is mandatory.

8. The workmen are working under the supervision and control of the aforesaid employer on the various machines of the establishment for the work of Comber fitter, Simplex, Carding, Blowroom, Daffer etc. which relates the perennial in nature of work.

9. The concerned workmen are being shown the employee of the Contractor by the principal employer and the detail of the said contractor had never been furnished and the said contractor was not having such license under certain provisions of the Contract Labour (Regulation & Abolition) Act, 1970 to supply the labour.

10. For proving the case of the workmen to the effect that the workmen are working under the supervision and control of the project Manager, the relevant paper namely known as DAILY ATTENDANCE SHEET as well as the UTPADAN LOG SHEET are liable to be summoned from the principal employer for last several years.

11. The concerned workmen moved an I.R.C.P. CASE No. 02/2010 before the Deputy Labour Commissioner/Conciliation Officer making request to reconcile/adjudicate the matter in respect of the grievance, which belongs to unfair labour practice , the prayer of the workmen was following herein as under :-

(i) The services of the workmen be regularized.

(ii) The services of the workmen may not be terminated during pendency of the conciliation proceedings.

(iii) The Minimum wages till regularization shall be paid.

(iv) The benefits at par with the regular employees shall be given to the workmen like Bonus, Leave encashment, Holidays, Medical Leave and other facilities which are being provided to the regular employees of the establishment."

Accordingly, Sri R.K. Verma learned counsel for the workman submits that as the conciliation proceedings have failed so applicant has filed the present industrial dispute u/s 2A of the Act.

In view of the said factual background on the basis of pleadings, taken by applicant in his claim petition, challenged the oral order of termination/retrenchment of workman dated 19.03.2010 on the following grounds:

"(i) Because the services of the workman has been terminated/retrenched in contravention of section 25-F of the LD.Act, 1947.

(ii) Because the workman has completed more than 240 days in each and every calendar year since his initial date of engagement December 2004.

(iii) Because the alleged contractors i.e. opposite party No. 3 and 4 are not having license under certain provisions of the Contractor Labour (Regulation & Abolition) Act, 1970.

(iv) Because the work, conduct, performance and behaviour of the workman has always been found excellent by his superiors and no complaint, no show cause notice or charge sheet has been served to the workman in his whole service period.

(v) Because the new persons have been engaged in place of the workman, as such, such act of the employer is violative to Section 25-G and Section 25-H of the I.D.Act, 1947.

(vi) Because the entire act of the employers amounts to unfair Labour practice under L.D.Act, 1947.

(vii) Because the workman is entitled to get reinstatement with continuity of service along with all the resultant and consequential benefits.

(viii) Because the workman is entitled for regularization for want of his length of continuous service."

Accordingly, applicant has made following prayer:

"(a) to set aside the oral termination of the workman w.e.f. 19.03.2010 directing the principal employer to reinstate the workman in his service with continuity of service with full back wages along with all the resultant and consequential benefits for the same and

(b) to regularize the services of the workman and be paid salary at par with the similarly situated regular employees."

Accordingly, it is submitted by Sri R.K. Verma, learned counsel for workman that oral order of termination be set aside and workman be reinstated in service with continuity of service and full back wages.

Submissions on behalf of Central Silver Plant, KVIC, Rae-bareli:

Sri Adarsh Jagdhari learned counsel on behalf of opposite party no.1 submits as under:-

The Central Silver Plant, KVIC situated at Rae-bareli is governed and controlled by the Government of India and as such, it has its own settled principles of rules of recruitment. The applicant was never appointed by Central Silver

Plant, KVIC, Rae-bareli but in fact he was deployed to the Central Silver Plant, KVIC by a contractor namely M/s. Black Hound Security Services (P) Ltd., Jhansi which too as per the exigency of work after an agreement entered into with M/s. Black Hound Security Services (P) Ltd. The period of contract with M/s. Black Hound Security Services came to an end and thereafter a fresh agreement was entered into between the establishment and respondent no.4 i.e. M/s. Mars Network Security Services, Vikas Nagar, Kanpur and the workman was sent to the establishment by the said contractor to work the applicant as contract labour. Accordingly it was submitted by the learned counsel for the respondent that the workman is a contract labour supplied through agency to the establishment as per the exigency of work. So there was no master or servant relationship between the establishment and the workman rather they are the workers of labour contractors, hence, it is well settled principal of law as has been laid down by the Hon'ble Apex Court in a catena of decisions that a contract labour can in no circumstances become the employee of the establishment, creating a direct relationship of master and servant with the establishment. The Contract Labour (Regulation and Abolition) Act 1970 neither contemplates creation of direct relationship of Master and servant between the Principal Employer and the Contract Labour nor can such a relationship be implied from the provisions of Act.

Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 on the basis of above said facts as stated in the written statement has argued that the workman is not an employee of the establishment rather he was supplied by the agency and thus the services were retrenched by the contractor who had supplied the workman. Accordingly it was also submitted that as the workman had been engaged as per exigency of work and was not working against regular and sanctioned post so he was not entitled for any relief and the present I.D. case filed under Section 2-A of the Act by the workman is liable to be dismissed keeping in view the law as laid down by the Hon'ble Apex Court in the case of Kilsokar Brothers Ltd. Versus Ramcharan & others reported in 2023 LLR 1.

Further in spite of notices issued to the respondent no.3 they did not file the written statement nor bring any material on record in support of their case. The opposite party no.4 filed their written statement. On behalf of applicant the rebuttal to the written statement was also filed and thereafter the parties had filed evidences and pleadings in support of their case.

Accordingly, Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 submitted that claim petition, filed by workman, lacks merit, liable to be dismissed.

Finding & Conclusion:

I have heard the Learned Counsel for the parties and gone through the records.

The workman was initially engaged as casual labour on 16.01.2009 and in the said capacity he worked and discharged his duties till 19.03.2010 when his services were terminated/retrenched. Now the first point which is to be considered is to the effect that if the workman had been engaged through contractor i.e. opposite parties no.3 & 4 and he had been working and discharging his duties with M/s Central Silver Plant, KVIC, Rae-bareli then in that circumstances whether the respondent no.1 falls within the ambit and scope of definition of 'Principal Employer' or not?

In the case of ***Kirloskar Brothers Limited Versus Ram charan & others reported in 2023 LLR 1*** the Hon'ble Supreme Court held as under:-

> "*3.2 It is submitted that neither Section 10 of the CLRA Act, nor any other provision in the Act, whether expressly or by necessary implication, provides for absorption of contract labour in the absence of a notification by an appropriate Government, namely, in the present case, the State Government, under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. It is submitted that in the present case, admittedly, no notification under Section 10 of the CLRA Act has been issued. It is submitted that therefore, in the absence of a notification under Section 10 of the CLRA Act, which can only be passed by the appropriate Government, the Industrial Court could have given relief to the workmen only if they had claimed and proved by leading cogent evidence that the contract with the contractor was a sham. It is further submitted that in the present case, there was no such allegation or pleading or finding arrived at by any Court that the contract between the parties was a sham and not genuine. Heavy reliance is placed upon the decisions of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors., (2001) 7 SCC 1 (paras 65, 108, 109, 120 and 125) and International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (2009) 13 SCC 374 (paras 36, 37 to 40, 53.13, 56).*
>
> *4.1 On going through the entire material on record, no documentary evidence was produced, by which it can be said that the contesting respondents were the employees of the appellant. There is no provision under Section 10 of the CLRA Act that the workers/employees employed by the contractor automatically become the employees of the appellant and/or the employees of the contractor shall be entitled for automatic absorption and/or they become the employees of the principal employer. It is to be noted that even the direct control and supervision of the contesting respondents was always with the contractor. There is no evidence on record that any of the respondents were given any benefits, uniform or punching cards by the appellant.*

4.2 Under the contract and even under the provisions of the CLRA, a duty was cast upon the appellant to pay all statutory dues, including salary of the workmen, payment of PF contribution, and in case of non- payment of the same by the contractor, after making such payment, the same can be deducted from the contractor's bill. Therefore, merely because sometimes the payment of salary was made and/or PF contribution was paid by the appellant, which was due to non-payment of the same by the contractor, the contesting respondents shall not automatically become the employees of the principal employer – appellant herein.

4.3 Even otherwise, as observed hereinabove, in the absence of a notification under Section 10 of the CLRA Act unless there are allegations or findings with regard to a contract being sham, private respondents herein, who are as such the workmen/employee of the contractor, cannot be held to be employees of the appellant and not of the contractor. At this stage, the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra) is required to be referred to. Following two questions fell for consideration before this Court:-

> *A. whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification, is implied in Section 10 of the CLRA Act; and*
>
> *B. whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour, emerges.*

4.4 After considering various decisions of this Court on the point, in paragraph 125, it was concluded as under:-

> *"125. The upshot of the above discussion is outlined thus:*
>
> *(1)(a) Before 28-1-1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression "appropriate Government" as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government;*
>
> *(b) After the said date in view of the new definition of that expression, the answer to the question referred to above, has to be found in clause (a) of Section 2 of the Industrial Disputes Act; if (i) the Central Government company/undertaking concerned or any undertaking concerned is included therein eo nomine, or (ii) any industry is carried on (a) by or under the authority of the Central Government, or (b) by a railway company; or (c) by a specified controlled industry, then the Central Government will be the appropriate Government; otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.*
>
> *(2)(a) A notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour in any process, operation or other work in any establishment has to be issued by the appropriate Government:*
>
> > *(1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and*
> >
> > *(2) having regard to*
> >
> > > *(i) conditions of work and benefits provided for the contract labour in the establishment in question, and*
> > >
> > > *(ii) other relevant factors including those mentioned in sub-section (2) of Section 10;*
>
> *(b) Inasmuch as the impugned notification issued by the Central Government on 9-12-1976 does not satisfy the aforesaid requirements of Section 10, it is quashed but we do so prospectively i.e. from the date of this judgment and subject to the clarification that on the basis of this judgment no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.*

(3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment.Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

(4) We overrule the judgment of this Court in Air India case [(1997) 9 SCC 377] prospectively and declare that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of contract labour following the judgment in Air India case [(1997) 9 SCC 377] shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final.

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

4.5 Thus, as observed and held by this Court, neither Section 10 of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under Section 10(1) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder.

4.6 In the present case, neither any notification under Section 10(1) of the CLRA Act has been issued prohibiting the contract labour, nor there are allegations and/or even findings that the contract is sham and bogus and/or camouflage.

4.7 In the case of International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (supra), after considering the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra), it has been observed and held by this Court that where there is no abolition of contract labour under Section 10 of the CLRA Act, but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal, the remedy is purely under the ID Act. It is further observed that the industrial adjudicator can grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employee and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short, who has direct control over the employee. It is further observed that where there is no notification under Section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract

was a sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It has further been observed in paragraphs 38 and 39 as under :-

> *"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.*
>
> *39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor*."

Reverting to the facts of the present case and from the material exchanged by the parties and documents available on record, the position which emerges out that on behalf of workman a document namely I.D. Card was filed which was issued by Employee State Insurance Corporation in which the name of the workman employer code and address of the employer was mentioned. In the written statement the said document was not categorically denied by the respondent no.1. Further on behalf of the workman as per Rule 78(1)(a)(2) of Minimum Wages Act, extract of register of wages was filed of one worker and from the perusal of said extract it establishes that the name and address has been as KVIC, Rae-bareli.

In rebuttal to the said document no material document on behalf of respondent no.1 was filed to establish its case that the respondent no.1 is an Employer. Workman in his evidence filed on affidavit (examination in chief) has stated that he was engaged in the establishment KVIC, Rae-bareli and services were retrenched on 19.03.2010 by the authority of respondent no.1. in his chief examination he has also submitted that his ESI/EPF had been deducted from the wages which is paid to him each and every month by the respondent no.1/authority of the respondent no.1 i.e. Factory Incharge Sri Balwant Singh.

Thus keeping in view the said facts and law as laid down by the Hon'ble Apex Court in the case of Kisloskar Brothers Limited Versus Ramcharan & others in the absence of any notification under Section 10 of Contract Labour (Regulation & Abolition) Act 1970 on the basis of material documents and facts which are stated hereinabove it clearly established that the respondent no.1 M/s. Central Silver Plant, KVIC, Rae-bareli was the principal employer of workman/applicant.

Thus, the next point to be considered is whether the services of workman has been terminated in violation of provisions of section 25 F of the act or not? Once he had worked for more than 240 days continuously in last 12 months preceding the date of alleged termination.

In order to decide the same it will be appropriate to have a glance to the provisions of section 25 F of the Act, which reads as under:

> "**25F. Conditions precedent to retrenchment of workmen**.--
>
> *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until--*
>
> *(a) the workman has been given one months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
>
> *(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
>
> *(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette*."

A perusal of Section 25-F of the Act reveals that in order to claim the benefit of Section 25-F, the workman needs to prove that she has been in continuous service for not less than one year from the date of his retrenchment. Section 25B of the Act stipulates that a person who has worked for a period of 240 days in the preceding year is deemed to be in continuous service for a period of one year. The relevant extract from Section 25B is produced below for reference:

"**25B. Definition of continuous service**.

For the purposes of this Chapter:

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(3) or a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;"

Taking into consideration the above said facts, next point to be considered that whether the worker has worked for more than 240 days in last preceding twelve months from the date of alleged termination. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgment of ***R.M. Yellatti v. Asstt. Executive Engineer, (2006) 1 SCC 106***; the relevant paragraph is extracted below:

"*17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case*."

These principles were reiterated by the Hon'ble Supreme Court in ***Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi, (2009) 11 SCC 522***, and the law on this subject was traced as under in paragraphs 8 to 10 which are reproduced as under:-

"8. ***In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan [(2004) 8 SCC 161****] the position was again reiterated in para 6 as follows : (SCC p.163)*

'6. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in ***Range Forest Officer v.S.T. Hadimani [(2002) 3 SCC 25****]. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.'*

9. **In Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195***] it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment.*

*In **M.P. Electricity Board v. Hariram [(2004) 8 SCC 246]** the position was again reiterated in para 11 as follows : (SCC p. 250)*

*'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in **Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195**] wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents. This is what this Court had to say in that regard: (SCC p. 198, para 15)*

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."'

In ***RBI v. S. Mani [(2005) 5 SCC 100]*** a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous.

In light of the law laid down by the Hon'ble Supreme Court, now the quesiton to be examined is whether the workman/applicant discharged his burden of proving that he was in continuous employment for at least 240 days in the year preceding his date of retrenchment or not?

In this regard on behalf of workman an application was moved for summoning the documents i.e. daily attendance sheets, Utpadan Log Sheet till the date of retrenchment of his services to which the objections were filed. This Tribunal after taking into consideration disposed of the application by an order dated 3.9.2013, the relevant portion of which reads as under:-

"*Hon'ble Gujrat High Court in Director, Fisheries Terminal Division Vs. Bhakubhai Meghajibhai Chavda 2010 AIR SCW 542; has observed that for proving 240 days' continuous working, the workman would have difficulty in having access to all official documents, muster rolls etc.in connection with his service, therefore, the burden of proof shifts to the employer to prove that he did not complete 240 days of service in requisite period to constitute continuous service.*

Hence, in view of the law laid down by the Hon'ble Gujrat High Court, the management of the Central Silver Plang, KVIC cannot escape from its legitimate responsibility as admittedly the workman worked under the control of the OP No.1 & 2. The issue that who was the supplier of man force is secondary. The workman has submitted that to substantiate his pleadings it is necessary to summon documents for the period December 2007 till his termination, and accordingly he has summoned relevant documents which in possession of the management to prove his working with the opposite party.

Accordingly the management of the Central Silver Plant, KVIC is directed to file the documents detailed in para 1(i) & (ii) of the application W-10 Application for summoning the documents is disposed of accordingly."

In response to the same the respondents no.1 & 2 filed a document titled as 'kendriya pooni sanyantra, khadi aur gramodyog ayog, audyogik khestra, Amawa Road, Rae-bareli'. From the perusal of said documents it clearly established that workman worked and discharged his duties as causal employee for more than 240 days prior to retrenchment of his services in the last preceding calendar year. Workman in Para-2 of the claim statement has categorically stated as under:-

"*That it is much relevant to mention here that the workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the machines of the principal employer i.e. Central Silver Plant, KVIC, Rae-bareli*."

In response to the same on behalf of respondents no.1 & 2 in their written statement it has been stated as under:-

"*That the contents of paras-1 to 4 of the claim statement are absolutely false and concocted hence denied. In reply it is stated that the applicant was never employed with Central Silver Plant, KVIC, Rae-bareli, but was in fact a contract labour deployed by a contractor to the Central Silver Plant, KVIC, Rae-bareli M/s. Black Hound Security Services (P) Ltd. 261, Sadar Bazar Jhansi, U.P. that too as per exigencies of work*."

Keeping in view the said facts, material evidence and documents available on record the best evidence is with the respondents to prove and establish as per Section 106 of Indian Evidence Act 1872 that workman has not worked and discharged his duties for 240 days prior to his retrenchment. However, the respondents no.1 & 2 failed to discharge their burden that assertion as made by the workman on the point in issue is totally incorrect and wrong.

In addition to the said facts in his evidence on affidavit (examination in chief) the respondents no.1 & 2 categorically stated that he has worked 240 days in the preceding calendar year from the date of his termination/retrenchment. In the cross examination he has also categorically stated in this regard. Moreover on behalf of respondents no.1 & 2 in support of their case an affidavit of one Sri Avdhesh Kumar Dixit who is working on the post of 'Audyogik Sharmik Sherni-2' was filed (examination in chief) and in the said affidavit only in it has been stated the workman is an employee of the contractor as per agreement entered into between the establishment and the contractor and his services were disengaged by the contractor. Even in the cross examination he has not disputed the said facts.

Thus in view of the said facts and evidence it clearly establishes that the applicant/workman has worked and discharged his duties for more than 240 days in the preceding twelve months prior to the date of termination/retrenchment of his services.

Accordingly, question which is to be considered that what relief the workman/applicant is entitled?

Answer to the said question finds place in the judgment of the Hon'ble Madhya Pradesh High Court in its judgment and order dated 4.4.2024 passed in the case of ***Chief Medical & Health Officer Versus Umrao Singh reported in 2024 (182) FLR 882*** has held as under:-

"4. *Considered the submissions made by counsel for parties.*

5. The Supreme Court in the case of Bharat Sanchar Nigam Limited Vs. Bhurumal, reported in (2014) 7 SCC 177 has held as under:-

> *"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*

6. The Supreme Court in the case of Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.

7. The Supreme Court in the case of Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another, reported in (2014) 7 SCC 190 has held as under:-

> *"19. The following passages from the said judgment would reflect the earlier decisions of this Court on the question of reinstatement:(BSNL case, SCC pp. 187-88, paras 29-30)*
>
> *"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In BSNL v. Man Singh, this Court has held that when the termination is set aside because of violation of Section 25-F of the Industrial Disputes Act, it is not necessary that relief of reinstatement be also given as a matter of right. In Incharge Officer v. Shankar Shetty, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.*
>
> *30. In this judgment of Shankar Shetty, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)*
>
> > *'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of Section 25-F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.*
> >
> > *3. In Jagbir Singh v. Haryana State Agriculture Mktg. Board, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, Uttaranchal Forest Development Corpn. v. M.C. Joshi, State of M.P. v. Lalit Kumar Verma, M.P. Admn. v. Tribhuban, Sita Ram v. Moti Lal Nehru Farmers Training Institute, Jaipur*

Development Authority v.Ramsahai, GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula and stated as follows: (Jagbir Singh case, SCC pp. 330 & 335, paras 7 & 14)

"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure.Compensation instead of reinstatement has been held to meet the ends of justice.

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily-wager who does not hold a post and a permanent employee."

21. We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had it been a case where the issue is limited only to the validity of termination, Appellant 1 would not be entitled to reinstatement....."

8. The Supreme Court in the case of O.P.Bhandari Vs. Indian Tourism Development Corporation Limited and others reported in (1986) 4 SCC 337 has held as under :-

"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer- employee relations in public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar" employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective -- a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community,

(2) social justice for workers, consumers and the people, and

(3) reasonable return on the public funds invested in the undertaking.

7. It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."

9. The Supreme Court in the case of Ghaziabad Development Authority Vs. Ashok Kumar, reported in (2008) 4 SCC 261 has held that statutory authorities are obligated to make recruitments only upon compliance of Articles 14 and 16 of the Constitution of India. Any appointment in violation of the said constitutional scheme as also the statutory recruitment rules, if any, would be void and, under these circumstances, it was held at Workman is entitled for compensation in lieu of reinstatement.

10. The Supreme Court in the case of Mahboob Deepak Vs. Nagar Panchayat, reported in (2008) 1 SCC 575, has held that merely because an employee has completed 240 days of work in a year preceding the date

of retrenchment, the same would not mean that his services were liable to be regularized. At the most, interest of justice will be subserved if payment of sum of Rs.50,000/- by way of damages is made to the Workman.

11. Similar law has been laid down by the Supreme Court in the case of Uttar Pradesh State Electricity Board Vs. Laxmi Kant Gupta, reported in 2009(16) SCC 562, Senior Superintendent Telegraph Vs. Santosh Kumar Seal, reported in 2010(6) SCC 773, Assistant Engineer Rajasthan Development Vs. Gitam Singh, reported in 2013(5) SCC 136."

Accordingly in view of the facts of the present case as well as law referred hereinabove it is clear that retrenchment/termination of service of workman is in contravention to the provisions of Section 25-F of the Industrial Disputes Act. Thus he is entitled for compensation and not for reinstatement. Further in the present case the workman Bhagwati Prasad was engaged as casual employee on 16.01.2009 and his services were terminated/retrenched on 19.03.2010. So, taking into consideration the facts of the case the workman is not entitled for reinstatement in services rather it will be appropriate to award a compensation of sum of Rs. 50,000/- (Rupees Fifty Thousand only) to the workman/applicant against the respondents.

AWARD

For the foregoing reasons the workman/applicant is only entitled for compensation of sum of Rs. 50,000/- (Rupees Fifty Thousand only) and the same should have be paid to the applicant within a period of three months by the respondents from the date of publication of the award.

And workman is not entitled for reinstatement in services.

Justice ANIL KUMAR, Presiding Officer

LUCKNOW.

06th March, 2025

Let two copies of this award be sent to the Ministry for publication.

नई दिल्ली, 12 जून, 2025

का.आ. 1041.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स सेंट्रल सिल्वर प्लांट; मेसर्स ब्लैक हाउंड सिक्योरिटी सर्विसेज प्राइवेट लिमिटेड; मेसर्स मार्स नेटवर्क सिक्योरिटी सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री पंकज वर्मा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-14/2011)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-75]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1041.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 14/2011)** of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Silver Plant; M/s Black Hound Security Services Pvt. Ltd.; M/s Mars Network Security Services** and **Shri Pankaj Verma** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No. Z-16025/04/2025-IR(M)-75]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-cum-Labour Court, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 14 of 2011

Pankaj Verma S/o Sri Bharat Lal Verma
R/o Village - Ratapur, Mill Area
District Rae-bareli .....Applicant/Workman

Versus

1. M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli,
   Through its Project Manager;
2. Project Manager
   M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli;
3. M/s. Black Hound Security Services (P) Ltd.
   261, Sadar Bazar District Jhansi
   through its Managing Director;
4. M/s. Mars Network Security Services,
   Head Office at 435, Lakhanpur, Vikas Nagar,
   District Kanpur through its Manager ....Employers/Opp.Parties

Judgment

Heard Sri R.K. Verma learned counsel for the workman and Sri Adarsh Jagdhari, learned counsel for the respondent no. 1 & 2.

Case of the workman:

Sri R.K. Verma learned counsel for the workman on the basis of pleading in the application u/s 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) submits and under:

"1. The workman was initially engaged in the month of March, 2009 but the same has been shown on 03.04.2009 by the employer ie. Project Manager, M/S. Central Sliver Plant, Khadi Village & Industries Commission, Amawan Road, Raibareli and since then the workman had been continuously working till his oral termination on 08.03.2010 in the department of carding, Daffer and blowroom.

2. The workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the Machines of the principal employer ie. Central Sliver Plant, KVIC, Raibareli.

3. That the monthly salary was being paid to the tune of Rs. 2900/- after deduction of contribution of provident Fund as well as E.S.I..

4. The work, conduct, performance and behaviour of the workman has always been found as excellent and no complaint, show cause notice or any such charge sheet has been served to the workman during his whole service period by the employers.

5. The services of the workman has wrongly been terminated/retrenched orally on 08.03.2010 without any thyme and reason and prior To termination/retrenchment neither any notice nor notice pay in lieu thereof has making such been given to the workman by the aforesaid employers, as such the employers have contravened and violated Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as L.D. Act).

6. The work for which the workman was engaged is perennial in nature and is still available and in place of the workman some new workmen have been newly engaged through the contractor.

7. About 21 workmen were engaged as on daily wager basis and all workmen have completed about 10 to 6 years continuous service were become eligible for regularization but in lieu of making regularization, their services have been terminated/retrenched orally from the month of February 2010 to March 2010 without following due process of law violating certain provisions under Section 25-F of the 1.D.Act, 1947, which is mandatory.

8. The workmen are working under the supervision and control of the aforesaid employer on the various machines of the establishment for the work of Comber fitter, Simplex, Carding, Blowroom, Daffer etc. which relates the perennial in nature of work.

9. The concerned workmen are being shown the employee of the Contractor by the principal employer and the detail of the said contractor had never been furnished and the said contractor was not having such license under certain provisions of the Contract Labour (Regulation & Abolition) Act, 1970 to supply the labour.

10. For proving the case of the workmen to the effect that the workmen are working under the supervision and control of the project Manager, the relevant paper namely known as DAILY ATTENDANCE SHEET as well as the UTPADAN LOG SHEET are liable to be summoned from the principal employer for last several years.

11. The concerned workmen moved an I.R.C.P. CASE No. 02/2010 before the Deputy Labour Commissioner/Conciliation Officer making request to reconcile/adjudicate the matter in respect of the grievance, which belongs to unfair labour practice , the prayer of the workmen was following herein as under :-

(i) The services of the workmen be regularized.

(ii) The services of the workmen may not be terminated during pendency of the conciliation proceedings.

(iii) The Minimum wages till regularization shall be paid.

(iv) The benefits at par with the regular employees shall be given to the workmen like Bonus, Leave encashment, Holidays, Medical Leave and other facilities which are being provided to the regular employees of the establishment."

Accordingly, Sri R.K. Verma learned counsel for the workman submits that as the conciliation proceedings have failed so applicant has filed the present industrial dispute u/s 2A of the Act.

In view of the said factual background on the basis of pleadings, taken by applicant in his claim petition, challenged the oral order of termination/retrenchment of workman dated 08.03.2010 on the following grounds:

"(i) Because the services of the workman has been terminated/retrenched in contravention of section 25-F of the LD.Act, 1947.

(ii) Because the workman has completed more than 240 days in each and every calendar year since his initial date of engagement December 2004.

(iii) Because the alleged contractors i.e. opposite party No. 3 and 4 are not having license under certain provisions of the Contractor Labour (Regulation & Abolition) Act, 1970.

(iv) Because the work, conduct, performance and behaviour of the workman has always been found excellent by his superiors and no complaint, no show cause notice or charge sheet has been served to the workman in his whole service period.

(v) Because the new persons have been engaged in place of the workman, as such, such act of the employer is violative to Section 25-G and Section 25-H of the I.D.Act, 1947.

(vi) Because the entire act of the employers amounts to unfair Labour practice under L.D.Act, 1947.

(vii) Because the workman is entitled to get reinstatement with continuity of service along with all the resultant and consequential benefits.

(viii) Because the workman is entitled for regularization for want of his length of continuous service."

Accordingly, applicant has made following prayer:

"(a) to set aside the oral termination of the workman w.e.f. 08.03.2010 directing the principal employer to reinstate the workman in his service with continuity of service with full back wages along with all the resultant and consequential benefits for the same and

(b) to regularize the services of the workman and be paid salary at par with the similarly situated regular employees."

Accordingly, it is submitted by Sri R.K. Verma, learned counsel for workman that oral order of termination be set aside and workman be reinstated in service with continuity of service and full back wages.

Submissions on behalf of Central Silver Plant, KVIC, Rae-bareli:

Sri Adarsh Jagdhari learned counsel on behalf of opposite party no.1 submits as under:-

The Central Silver Plant, KVIC situated at Rae-bareli is governed and controlled by the Government of India and as such, it has its own settled principles of rules of recruitment. The applicant was never appointed by Central Silver

Plant, KVIC, Rae-bareli but in fact he was deployed to the Central Silver Plant, KVIC by a contractor namely M/s. Black Hound Security Services (P) Ltd., Jhansi which too as per the exigency of work after an agreement entered into with M/s. Black Hound Security Services (P) Ltd. The period of contract with M/s. Black Hound Security Services came to an end and thereafter a fresh agreement was entered into between the establishment and respondent no.4 i.e. M/s. Mars Network Security Services, Vikas Nagar, Kanpur and the workman was sent to the establishment by the said contractor to work the applicant as contract labour. Accordingly it was submitted by the learned counsel for the respondent that the workman is a contract labour supplied through agency to the establishment as per the exigency of work. So there was no master or servant relationship between the establishment and the workman rather they are the workers of labour contractors, hence, it is well settled principal of law as has been laid down by the Hon'ble Apex Court in a catena of decisions that a contract labour can in no circumstances become the employee of the establishment, creating a direct relationship of master and servant with the establishment. The Contract Labour (Regulation and Abolition) Act 1970 neither contemplates creation of direct relationship of Master and servant between the Principal Employer and the Contract Labour nor can such a relationship be implied from the provisions of Act.

Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 on the basis of above said facts as stated in the written statement has argued that the workman is not an employee of the establishment rather he was supplied by the agency and thus the services were retrenched by the contractor who had supplied the workman. Accordingly it was also submitted that as the workman had been engaged as per exigency of work and was not working against regular and sanctioned post so he was not entitled for any relief and the present I.D. case filed under Section 2-A of the Act by the workman is liable to be dismissed keeping in view the law as laid down by the Hon'ble Apex Court in the case of Kilsokar Brothers Ltd. Versus Ramcharan & others reported in 2023 LLR 1.

Further in spite of notices issued to the respondent no.3 they did not file the written statement nor bring any material on record in support of their case. The opposite party no.4 filed their written statement. On behalf of applicant the rebuttal to the written statement was also filed and thereafter the parties had filed evidences and pleadings in support of their case.

Accordingly, Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 submitted that claim petition, filed by workman, lacks merit, liable to be dismissed.

Finding & Conclusion:

I have heard the Learned Counsel for the parties and gone through the records.

Sri Tribhuvan Singh was initially engaged as casual labour and his date of engagement in the establishment is mentioned as 03.04.2009 and in the said capacity he worked and discharged his duties till 08.03.2010 when his services were terminated/retrenched. Now the first point which is to be considered is to the effect that if the workman had been engaged through contractor i.e. opposite parties no.3 & 4 and he had been working and discharging his duties with M/s Central Silver Plant, KVIC, Rae-bareli then in that circumstances whether the respondent no.1 falls within the ambit and scope of definition of 'Principal Employer' or not?

In the case of ***Kirloskar Brothers Limited Versus Ram charan & others reported in 2023 LLR 1*** the Hon'ble Supreme Court held as under:-

> "*3.2 It is submitted that neither Section 10 of the CLRA Act, nor any other provision in the Act, whether expressly or by necessary implication, provides for absorption of contract labour in the absence of a notification by an appropriate Government, namely, in the present case, the State Government, under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. It is submitted that in the present case, admittedly, no notification under Section 10 of the CLRA Act has been issued. It is submitted that therefore, in the absence of a notification under Section 10 of the CLRA Act, which can only be passed by the appropriate Government, the Industrial Court could have given relief to the workmen only if they had claimed and proved by leading cogent evidence that the contract with the contractor was a sham. It is further submitted that in the present case, there was no such allegation or pleading or finding arrived at by any Court that the contract between the parties was a sham and not genuine. Heavy reliance is placed upon the decisions of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors., (2001) 7 SCC 1 (paras 65, 108, 109, 120 and 125) and International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (2009) 13 SCC 374 (paras 36, 37 to 40, 53.13, 56).*
>
> *4.1 On going through the entire material on record, no documentary evidence was produced, by which it can be said that the contesting respondents were the employees of the appellant. There is no provision under Section 10 of the CLRA Act that the workers/employees employed by the contractor automatically become the employees of the appellant and/or the employees of the contractor shall be entitled for automatic absorption and/or they become the employees of the principal employer. It is to be noted that even the direct control and supervision of the contesting respondents was always with the contractor. There is no evidence on record that any of the respondents were given any benefits, uniform or punching cards by the appellant.*

4.2 Under the contract and even under the provisions of the CLRA, a duty was cast upon the appellant to pay all statutory dues, including salary of the workmen, payment of PF contribution, and in case of non- payment of the same by the contractor, after making such payment, the same can be deducted from the contractor's bill. Therefore, merely because sometimes the payment of salary was made and/or PF contribution was paid by the appellant, which was due to non-payment of the same by the contractor, the contesting respondents shall not automatically become the employees of the principal employer – appellant herein.

4.3 Even otherwise, as observed hereinabove, in the absence of a notification under Section 10 of the CLRA Act unless there are allegations or findings with regard to a contract being sham, private respondents herein, who are as such the workmen/employee of the contractor, cannot be held to be employees of the appellant and not of the contractor. At this stage, the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra) is required to be referred to. Following two questions fell for consideration before this Court:-

> *A. whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification, is implied in Section 10 of the CLRA Act; and*
>
> *B. whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour, emerges.*

4.4 After considering various decisions of this Court on the point, in paragraph 125, it was concluded as under:-

> *"125. The upshot of the above discussion is outlined thus:*
>
> *(1)(a) Before 28-1-1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression "appropriate Government" as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government;*
>
> *(b) After the said date in view of the new definition of that expression, the answer to the question referred to above, has to be found in clause (a) of Section 2 of the Industrial Disputes Act; if (i) the Central Government company/undertaking concerned or any undertaking concerned is included therein eo nomine, or (ii) any industry is carried on (a) by or under the authority of the Central Government, or (b) by a railway company; or (c) by a specified controlled industry, then the Central Government will be the appropriate Government; otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.*
>
> *(2)(a) A notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour in any process, operation or other work in any establishment has to be issued by the appropriate Government:*
>
> > *(1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and*
> >
> > *(2) having regard to*
> >
> > > *(i) conditions of work and benefits provided for the contract labour in the establishment in question, and*
> > >
> > > *(ii) other relevant factors including those mentioned in sub-section (2) of Section 10;*
>
> *(b) Inasmuch as the impugned notification issued by the Central Government on 9-12-1976 does not satisfy the aforesaid requirements of Section 10, it is quashed but we do so prospectively i.e. from the date of this judgment and subject to the clarification that on the basis of this judgment no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.*

(3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment.Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

(4) We overrule the judgment of this Court in Air India case [(1997) 9 SCC 377] prospectively and declare that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of contract labour following the judgment in Air India case [(1997) 9 SCC 377] shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final.

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

4.5 Thus, as observed and held by this Court, neither Section 10 of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under Section 10(1) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder.

4.6 In the present case, neither any notification under Section 10(1) of the CLRA Act has been issued prohibiting the contract labour, nor there are allegations and/or even findings that the contract is sham and bogus and/or camouflage.

4.7 In the case of International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (supra), after considering the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra), it has been observed and held by this Court that where there is no abolition of contract labour under Section 10 of the CLRA Act, but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal, the remedy is purely under the ID Act. It is further observed that the industrial adjudicator can grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employee and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short, who has direct control over the employee. It is further observed that where there is no notification under Section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract

was a sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It has further been observed in paragraphs 38 and 39 as under :-

> *"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.*
>
> *39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor*."

Reverting to the facts of the present case and from the material exchanged by the parties and documents available on record, the position which emerges out that on behalf of workman a document namely I.D. Card was filed which was issued by Employee State Insurance Corporation in which the name of the workman employer code and address of the employer was mentioned. In the written statement the said document was not categorically denied by the respondent no.1. Further on behalf of the workman as per Rule 78(1)(a)(2) of Minimum Wages Act, extract of register of wages was filed of one worker and from the perusal of said extract it establishes that the name and address has been as KVIC, Rae-bareli.

In rebuttal to the said document no material document on behalf of respondent no.1 was filed to establish its case that the respondent no.1 is an Employer. Workman in his evidence filed on affidavit (examination in chief) has stated that he was engaged in the establishment KVIC, Rae-bareli and services were retrenched on 08.03.2010 by the authority of respondent no.1. in his chief examination he has also submitted that his ESI/EPF had been deducted from the wages which is paid to him each and every month by the respondent no.1/authority of the respondent no.1 i.e. Factory Incharge Sri Balwant Singh.

Thus keeping in view the said facts and law as laid down by the Hon'ble Apex Court in the case of Kisloskar Brothers Limited Versus Ramcharan & others in the absence of any notification under Section 10 of Contract Labour (Regulation & Abolition) Act 1970 on the basis of material documents and facts which are stated hereinabove it clearly established that the respondent no.1 M/s. Central Silver Plant, KVIC, Rae-bareli was the principal employer of workman/applicant.

Thus, the next point to be considered is whether the services of workman has been terminated in violation of provisions of section 25 F of the act or not? Once he had worked for more than 240 days continuously in last 12 months preceding the date of alleged termination.

In order to decide the same it will be appropriate to have a glance to the provisions of section 25 F of the Act, which reads as under:

> "**25F. Conditions precedent to retrenchment of workmen**.--
>
> *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until--*
>
> *(a) the workman has been given one months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
>
> *(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
>
> *(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette*."

A perusal of Section 25-F of the Act reveals that in order to claim the benefit of Section 25-F, the workman needs to prove that she has been in continuous service for not less than one year from the date of his retrenchment. Section 25B of the Act stipulates that a person who has worked for a period of 240 days in the preceding year is deemed to be in continuous service for a period of one year. The relevant extract from Section 25B is produced below for reference:

"**25B. Definition of continuous service**.

For the purposes of this Chapter:

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(3) or a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;"

Taking into consideration the above said facts, next point to be considered that whether the worker has worked for more than 240 days in last preceding twelve months from the date of alleged termination. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgment of ***R.M. Yellatti v. Asstt. Executive Engineer*, *(2006) 1 SCC 106***; the relevant paragraph is extracted below:

"*17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case*."

These principles were reiterated by the Hon'ble Supreme Court in ***Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi*, *(2009) 11 SCC 522***, and the law on this subject was traced as under in paragraphs 8 to 10 which are reproduced as under:-

"8. ***In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan [(2004) 8 SCC 161]*** *the position was again reiterated in para 6 as follows : (SCC p.163)*

*'6. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in **Range Forest Officer v.S.T. Hadimani [(2002) 3 SCC 25]**. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.'*

9. **In Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195]** *it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment.*

*In **M.P. Electricity Board v. Hariram** **[(2004) 8 SCC 246]** the position was again reiterated in para 11 as follows : (SCC p. 250)*

'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in ***Municipal Corpn., Faridabad v. Siri Niwas*** *[**(2004) 8 SCC 195**] wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents. This is what this Court had to say in that regard: (SCC p. 198, para 15)*

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."'

In ***RBI v. S. Mani [(2005) 5 SCC 100]*** a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous.

In light of the law laid down by the Hon'ble Supreme Court, now the quesiton to be examined is whether the workman/applicant discharged his burden of proving that he was in continuous employment for at least 240 days in the year preceding his date of retrenchment or not?

In this regard on behalf of workman an application was moved for summoning the documents i.e. daily attendance sheets, Utpadan Log Sheet till the date of retrenchment of his services to which the objections were filed. This Tribunal after taking into consideration disposed of the application by an order dated 3.9.2013, the relevant portion of which reads as under:-

"*Hon'ble Gujrat High Court in Director, Fisheries Terminal Division Vs. Bhakubhai Meghajibhai Chavda 2010 AIR SCW 542; has observed that for proving 240 days' continuous working, the workman would have difficulty in having access to all official documents, muster rolls etc.in connection with his service, therefore, the burden of proof shifts to the employer to prove that he did not complete 240 days of service in requisite period to constitute continuous service.*

Hence, in view of the law laid down by the Hon'ble Gujrat High Court, the management of the Central Silver Plang, KVIC cannot escape from its legitimate responsibility as admittedly the workman worked under the control of the OP No.1 & 2. The issue that who was the supplier of man force is secondary. The workman has submitted that to substantiate his pleadings it is necessary to summon documents for the period December 2007 till his termination, and accordingly he has summoned relevant documents which in possession of the management to prove his working with the opposite party.

Accordingly the management of the Central Silver Plant, KVIC is directed to file the documents detailed in para 1(i) & (ii) of the application W-10 Application for summoning the documents is disposed of accordingly."

In response to the same the respondents no.1 & 2 filed a document titled as 'kendriya pooni sanyantra, khadi aur gramodyog ayog, audyogik khestra, Amawa Road, Rae-bareli'. From the perusal of said documents it clearly established that workman worked and discharged his duties as causal employee for more than 240 days prior to retrenchment of his services in the last preceding calendar year. Workman in Para-2 of the claim statement has categorically stated as under:-

"*That it is much relevant to mention here that the workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the machines of the principal employer i.e. Central Silver Plant, KVIC, Rae-bareli*."

In response to the same on behalf of respondents no.1 & 2 in their written statement it has been stated as under:-

"*That the contents of paras-1 to 4 of the claim statement are absolutely false and concocted hence denied. In reply it is stated that the applicant was never employed with Central Silver Plant, KVIC, Rae-bareli, but was in fact a contract labour deployed by a contractor to the Central Silver Plant, KVIC, Rae-bareli M/s. Black Hound Security Services (P) Ltd. 261, Sadar Bazar Jhansi, U.P. that too as per exigencies of work*."

Keeping in view the said facts, material evidence and documents available on record the best evidence is with the respondents to prove and establish as per Section 106 of Indian Evidence Act 1872 that workman has not worked and discharged his duties for 240 days prior to his retrenchment. However, the respondents no.1 & 2 failed to discharge their burden that assertion as made by the workman on the point in issue is totally incorrect and wrong.

In addition to the said facts in his evidence on affidavit (examination in chief) the respondents no.1 & 2 categorically stated that he has worked 240 days in the preceding calendar year from the date of his termination/retrenchment. In the cross examination he has also categorically stated in this regard. Moreover on behalf of respondents no.1 & 2 in support of their case an affidavit of one Sri Avdhesh Kumar Dixit who is working on the post of 'Audyogik Sharmik Sherni-2' was filed (examination in chief) and in the said affidavit only in it has been stated the workman is an employee of the contractor as per agreement entered into between the establishment and the contractor and his services were disengaged by the contractor. Even in the cross examination he has not disputed the said facts.

Thus in view of the said facts and evidence it clearly establishes that the applicant/workman has worked and discharged his duties for more than 240 days in the preceding twelve months prior to the date of termination/retrenchment of his services.

Accordingly, question which is to be considered that what relief the workman/applicant is entitled?

Answer to the said question finds place in the judgment of the Hon'ble Madhya Pradesh High Court in its judgment and order dated 4.4.2024 passed in the case of ***Chief Medical & Health Officer Versus Umrao Singh reported in 2024 (182) FLR 882*** has held as under:-

> "4. *Considered the submissions made by counsel for parties.*
>
> *5. The Supreme Court in the case of Bharat Sanchar Nigam Limited Vs. Bhurumal, reported in (2014) 7 SCC 177 has held as under:-*
>
> > *"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*
>
> *6. The Supreme Court in the case of Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.*
>
> *7. The Supreme Court in the case of Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another, reported in (2014) 7 SCC 190 has held as under:-*
>
> > *"19. The following passages from the said judgment would reflect the earlier decisions of this Court on the question of reinstatement:(BSNL case, SCC pp. 187-88, paras 29-30)*
> >
> > *"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In BSNL v. Man Singh, this Court has held that when the termination is set aside because of violation of Section 25-F of the Industrial Disputes Act, it is not necessary that relief of reinstatement be also given as a matter of right. In Incharge Officer v. Shankar Shetty, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.*
> >
> > *30. In this judgment of Shankar Shetty, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)*
> >
> > > *'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of Section 25-F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.*
> > >
> > > *3. In Jagbir Singh v. Haryana State Agriculture Mktg. Board, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, Uttaranchal Forest Development Corpn. v. M.C. Joshi, State of M.P. v. Lalit Kumar Verma, M.P. Admn. v. Tribhuban, Sita Ram v. Moti Lal Nehru Farmers Training Institute, Jaipur*

Development Authority v.Ramsahai, GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula and stated as follows: (Jagbir Singh case, SCC pp. 330 & 335, paras 7 & 14)

"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure.Compensation instead of reinstatement has been held to meet the ends of justice.

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily-wager who does not hold a post and a permanent employee."

21. We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had it been a case where the issue is limited only to the validity of termination, Appellant 1 would not be entitled to reinstatement....."

8. The Supreme Court in the case of O.P.Bhandari Vs. Indian Tourism Development Corporation Limited and others reported in (1986) 4 SCC 337 has held as under :-

"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer- employee relations in public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar" employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective -- a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community,

(2) social justice for workers, consumers and the people, and

(3) reasonable return on the public funds invested in the undertaking.

7. It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."

9. The Supreme Court in the case of Ghaziabad Development Authority Vs. Ashok Kumar, reported in (2008) 4 SCC 261 has held that statutory authorities are obligated to make recruitments only upon compliance of Articles 14 and 16 of the Constitution of India. Any appointment in violation of the said constitutional scheme as also the statutory recruitment rules, if any, would be void and, under these circumstances, it was held at Workman is entitled for compensation in lieu of reinstatement.

10. The Supreme Court in the case of Mahboob Deepak Vs. Nagar Panchayat, reported in (2008) 1 SCC 575, has held that merely because an employee has completed 240 days of work in a year preceding the date

of retrenchment, the same would not mean that his services were liable to be regularized. At the most, interest of justice will be subserved if payment of sum of Rs.50,000/- by way of damages is made to the Workman.

11. Similar law has been laid down by the Supreme Court in the case of Uttar Pradesh State Electricity Board Vs. Laxmi Kant Gupta, reported in 2009(16) SCC 562, Senior Superintendent Telegraph Vs. Santosh Kumar Seal, reported in 2010(6) SCC 773, Assistant Engineer Rajasthan Development Vs. Gitam Singh, reported in 2013(5) SCC 136."

Accordingly in view of the facts of the present case as well as law referred hereinabove it is clear that retrenchment/termination of service of workman is in contravention to the provisions of Section 25-F of the Industrial Disputes Act. Thus he is entitled for compensation and not for reinstatement. Further in the present case the workman Sri Pankaj Verma was engaged as casual employee in the month of March, 2009 and his services were terminated/retrenched on 08.03.2010. So, taking into consideration the facts of the case the workman is not entitled for reinstatement in services rather it will be appropriate to award a compensation of sum of Rs. 50,000/- (Rupees Fifty Thousand only) to the workman/applicant against the respondents.

AWARD

For the foregoing reasons the workman/applicant is only entitled for compensation of sum of Rs. 50,000/- (Rupees Fifty Thousand only) and the same should have be paid to the applicant within a period of three months by the respondents from the date of publication of the award.

And workman is not entitled for reinstatement in services.

Justice ANIL KUMAR, Presiding Officer

LUCKNOW.

06th March, 2025

Let two copies of this award be sent to the Ministry for publication.

नई दिल्ली, 12 जून, 2025

का.आ. 1042.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स सेंट्रल सिल्वर प्लांट; मेसर्स ब्लैक हाउंड सिक्योरिटी सर्विसेज प्राइवेट लिमिटेड; मेसर्स मार्स नेटवर्क सिक्योरिटी सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री रमेश यादव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-15/2011)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-76]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1042.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 15/2011)** of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Silver Plant; M/s Black Hound Security Services Pvt. Ltd.; M/s Mars Network Security Services** and **Shri Ramesh Yadav** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No Z-16025/04/2025-IR(M)-76]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-cum-Labour Court, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 15 of 2011

Ramesh Yadav S/0 Sri Dhannu Yadav

R/o Village - Kaptan Ka Purva, PO-Matih

District Rae-bareli .....Applicant/Workman

Versus

1. M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli,
   Through its Project Manager;
2. Project Manager
   M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli;
3. M/s. Black Hound Security Services (P) Ltd.
   261, Sadar Bazar District Jhansi
   through its Managing Director;
4. M/s. Mars Network Security Services,
   Head Office at 435, Lakhanpur, Vikas Nagar,
   District Kanpur through its Manager ....Employers/Opp.Parties

Judgment

Heard Sri R.K. Verma learned counsel for the workman and Sri Adarsh Jagdhari, learned counsel for the respondent no. 1 & 2.

Case of the workman:

Sri R.K. Verma learned counsel for the workman on the basis of pleading in the application u/s 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) submits and under:

"1. The workman was initially engaged on 21.04.2005 by the employer ie. Project Manager, M/S. Central Sliver Plant, Khadi Village & Industries Commission, Amawan Road, Raibareli and since then the workman had been continuously working till his oral termination on 20.03.2010 in the department of carding, Daffer and blowroom.

2. The workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the Machines of the principal employer ie. Central Sliver Plant, KVIC, Raibareli.

3. That the monthly salary was being paid to the tune of Rs. 2900/- after deduction of contribution of provident Fund as well as E.S.I..

4. The work, conduct, performance and behaviour of the workman has always been found as excellent and no complaint, show cause notice or any such charge sheet has been served to the workman during his whole service period by the employers.

5. The services of the workman has wrongly been terminated/retrenched orally on 20.03.2010 without any thyme and reason and prior To termination/retrenchment neither any notice nor notice pay in lieu thereof has making such been given to the workman by the aforesaid employers, as such the employers have contravened and violated Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as L.D. Act).

6. The work for which the workman was engaged is perennial in nature and is still available and in place of the workman some new workmen have been newly engaged through the contractor.

7. About 21 workmen were engaged as on daily wager basis and all workmen have completed about 10 to 6 years continuous service were become eligible for regularization but in lieu of making regularization, their services have been terminated/retrenched orally from the month of February 2010 to March 2010 without following due process of law violating certain provisions under Section 25-F of the 1.D.Act, 1947, which is mandatory.

8. The workmen are working under the supervision and control of the aforesaid employer on the various machines of the establishment for the work of Comber fitter, Simplex, Carding, Blowroom, Daffer etc. which relates the perennial in nature of work.

9. The concerned workmen are being shown the employee of the Contractor by the principal employer and the detail of the said contractor had never been furnished and the said contractor was not having such license under certain provisions of the Contract Labour (Regulation & Abolition) Act, 1970 to supply the labour.

10. For proving the case of the workmen to the effect that the workmen are working under the supervision and control of the project Manager, the relevant paper namely known as DAILY ATTENDANCE SHEET as well as the UTPADAN LOG SHEET are liable to be summoned from the principal employer for last several years.

11. The concerned workmen moved an I.R.C.P. CASE No. 02/2010 before the Deputy Labour Commissioner/Conciliation Officer making request to reconcile/adjudicate the matter in respect of the grievance, which belongs to unfair labour practice , the prayer of the workmen was following herein as under :-

(i) The services of the workmen be regularized.

(ii) The services of the workmen may not be terminated during pendency of the conciliation proceedings.

(iii) The Minimum wages till regularization shall be paid.

(iv) The benefits at par with the regular employees shall be given to the workmen like Bonus, Leave encashment, Holidays, Medical Leave and other facilities which are being provided to the regular employees of the establishment."

Accordingly, Sri R.K. Verma learned counsel for the workman submits that as the conciliation proceedings have failed so applicant has filed the present industrial dispute u/s 2A of the Act.

In view of the said factual background on the basis of pleadings, taken by applicant in his claim petition, challenged the oral order of termination/retrenchment of workman dated 20.03.2010 on the following grounds:

"(i) Because the services of the workman has been terminated/retrenched in contravention of section 25-F of the LD.Act, 1947.

(ii) Because the workman has completed more than 240 days in each and every calendar year since his initial date of engagement December 2004.

(iii) Because the alleged contractors i.e. opposite party No. 3 and 4 are not having license under certain provisions of the Contractor Labour (Regulation & Abolition) Act, 1970.

(iv) Because the work, conduct, performance and behaviour of the workman has always been found excellent by his superiors and no complaint, no show cause notice or charge sheet has been served to the workman in his whole service period.

(v) Because the new persons have been engaged in place of the workman, as such, such act of the employer is violative to Section 25-G and Section 25-H of the I.D.Act, 1947.

(vi) Because the entire act of the employers amounts to unfair Labour practice under L.D.Act, 1947.

(vii) Because the workman is entitled to get reinstatement with continuity of service along with all the resultant and consequential benefits.

(viii) Because the workman is entitled for regularization for want of his length of continuous service."

Accordingly, applicant has made following prayer:

"(a) to set aside the oral termination of the workman w.e.f. 20.03.2010 directing the principal employer to reinstate the workman in his service with continuity of service with full back wages along with all the resultant and consequential benefits for the same and

(b) to regularize the services of the workman and be paid salary at par with the similarly situated regular employees."

Accordingly, it is submitted by Sri R.K. Verma, learned counsel for workman that oral order of termination be set aside and workman be reinstated in service with continuity of service and full back wages.

Submissions on behalf of Central Silver Plant, KVIC, Rae-bareli:

Sri Adarsh Jagdhari learned counsel on behalf of opposite party no.1 submits as under:-

The Central Silver Plant, KVIC situated at Rae-bareli is governed and controlled by the Government of India and as such, it has its own settled principles of rules of recruitment. The applicant was never appointed by Central Silver Plant, KVIC, Rae-bareli but in fact he was deployed to the Central Silver Plant, KVIC by a contractor namely M/s. Black Hound Security Services (P) Ltd., Jhansi which too as per the exigency of work after an agreement entered into with M/s. Black Hound Security Services (P) Ltd. The period of contract with M/s. Black Hound Security Services came to an end and thereafter a fresh agreement was entered into between the establishment and respondent no.4 i.e. M/s. Mars Network Security Services, Vikas Nagar, Kanpur and the workman was sent to the establishment by the said contractor to work the applicant as contract labour. Accordingly it was submitted by the learned counsel for the respondent that the workman is a contract labour supplied through agency to the establishment as per the exigency of work. So there was no master or servant relationship between the establishment and the workman rather they are the workers of labour contractors, hence, it is well settled principal of law as has been laid down by the Hon'ble Apex Court in a catena of decisions that a contract labour can in no circumstances become the employee of the establishment, creating a direct relationship of master and servant with the establishment. The Contract Labour (Regulation and Abolition) Act 1970 neither contemplates creation of direct relationship of Master and servant between the Principal Employer and the Contract Labour nor can such a relationship be implied from the provisions of Act.

Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 on the basis of above said facts as stated in the written statement has argued that the workman is not an employee of the establishment rather he was supplied by the agency and thus the services were retrenched by the contractor who had supplied the workman. Accordingly it was also submitted that as the workman had been engaged as per exigency of work and was not working against regular and sanctioned post so he was not entitled for any relief and the present I.D. case filed under Section 2-A of the Act by the workman is liable to be dismissed keeping in view the law as laid down by the Hon'ble Apex Court in the case of Kilsokar Brothers Ltd. Versus Ramcharan & others reported in 2023 LLR 1.

Further in spite of notices issued to the respondent no.3 they did not file the written statement nor bring any material on record in support of their case. The opposite party no.4 filed their written statement. On behalf of applicant the rebuttal to the written statement was also filed and thereafter the parties had filed evidences and pleadings in support of their case.

Accordingly, Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 submitted that claim petition, filed by workman, lacks merit, liable to be dismissed.

Finding & Conclusion:

I have heard the Learned Counsel for the parties and gone through the records.

The workman was initially engaged as casual labour on 21.04.2005 and in the said capacity he worked and discharged his duties till 20.03.2010 when his services were terminated/retrenched. Now the first point which is to be considered is to the effect that if the workman had been engaged through contractor i.e. opposite parties no.3 & 4 and he had been working and discharging his duties with M/s Central Silver Plant, KVIC, Rae-bareli then in that circumstances whether the respondent no.1 falls within the ambit and scope of definition of 'Principal Employer' or not?

In the case of ***Kirloskar Brothers Limited Versus Ram charan & others reported in 2023 LLR 1*** the Hon'ble Supreme Court held as under:-

> "*3.2 It is submitted that neither Section 10 of the CLRA Act, nor any other provision in the Act, whether expressly or by necessary implication, provides for absorption of contract labour in the absence of a notification by an appropriate Government, namely, in the present case, the State Government, under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. It is submitted that in the present case, admittedly, no notification under Section 10 of the CLRA Act has been issued. It is submitted that therefore, in the absence of a notification under Section 10 of the CLRA Act, which can only be passed by the appropriate Government, the Industrial Court could have given relief to the workmen only if they had claimed and proved by leading cogent evidence that the contract with the contractor was a sham. It is further submitted that in the present case, there was no such allegation or pleading or finding arrived at by any Court that the contract between the parties was a sham and not genuine. Heavy reliance is placed upon the decisions of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors., (2001) 7 SCC 1 (paras 65, 108, 109, 120 and 125) and International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (2009) 13 SCC 374 (paras 36, 37 to 40, 53.13, 56).*
>
> *4.1 On going through the entire material on record, no documentary evidence was produced, by which it can be said that the contesting respondents were the employees of the appellant. There is no provision*

under Section 10 of the CLRA Act that the workers/employees employed by the contractor automatically become the employees of the appellant and/or the employees of the contractor shall be entitled for automatic absorption and/or they become the employees of the principal employer. It is to be noted that even the direct control and supervision of the contesting respondents was always with the contractor. There is no evidence on record that any of the respondents were given any benefits, uniform or punching cards by the appellant.

4.2 Under the contract and even under the provisions of the CLRA, a duty was cast upon the appellant to pay all statutory dues, including salary of the workmen, payment of PF contribution, and in case of non- payment of the same by the contractor, after making such payment, the same can be deducted from the contractor's bill. Therefore, merely because sometimes the payment of salary was made and/or PF contribution was paid by the appellant, which was due to non-payment of the same by the contractor, the contesting respondents shall not automatically become the employees of the principal employer – appellant herein.

4.3 Even otherwise, as observed hereinabove, in the absence of a notification under Section 10 of the CLRA Act unless there are allegations or findings with regard to a contract being sham, private respondents herein, who are as such the workmen/employee of the contractor, cannot be held to be employees of the appellant and not of the contractor. At this stage, the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra) is required to be referred to. Following two questions fell for consideration before this Court:-

> *A. whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification, is implied in Section 10 of the CLRA Act; and*
>
> *B. whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour, emerges.*

4.4 After considering various decisions of this Court on the point, in paragraph 125, it was concluded as under:-

> *"125. The upshot of the above discussion is outlined thus:*
>
> *(1)(a) Before 28-1-1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression "appropriate Government" as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government;*
>
> *(b) After the said date in view of the new definition of that expression, the answer to the question referred to above, has to be found in clause (a) of Section 2 of the Industrial Disputes Act; if (i) the Central Government company/undertaking concerned or any undertaking concerned is included therein eo nomine, or (ii) any industry is carried on (a) by or under the authority of the Central Government, or (b) by a railway company; or (c) by a specified controlled industry, then the Central Government will be the appropriate Government; otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.*
>
> *(2)(a) A notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour in any process, operation or other work in any establishment has to be issued by the appropriate Government:*
>
> > *(1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and*
> >
> > *(2) having regard to*
> >
> > > *(i) conditions of work and benefits provided for the contract labour in the establishment in question, and*
> > >
> > > *(ii) other relevant factors including those mentioned in sub-section (2) of Section 10;*
>
> *(b) Inasmuch as the impugned notification issued by the Central Government on 9-12-1976 does not satisfy the aforesaid requirements of Section 10, it is quashed but we do so prospectively i.e. from*

the date of this judgment and subject to the clarification that on the basis of this judgment no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.

(3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment.Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

(4) We overrule the judgment of this Court in Air India case [(1997) 9 SCC 377] prospectively and declare that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of contract labour following the judgment in Air India case [(1997) 9 SCC 377] shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final.

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

4.5 Thus, as observed and held by this Court, neither Section 10 of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under Section 10(1) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder.

4.6 In the present case, neither any notification under Section 10(1) of the CLRA Act has been issued prohibiting the contract labour, nor there are allegations and/or even findings that the contract is sham and bogus and/or camouflage.

4.7 In the case of International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (supra), after considering the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra), it has been observed and held by this Court that where there is no abolition of contract labour under Section 10 of the CLRA Act, but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal, the remedy is purely under the ID Act. It is further observed that the industrial adjudicator can grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and

merely a camouflage to deny employment benefits to the employee and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short, who has direct control over the employee. It is further observed that where there is no notification under Section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract was a sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It has further been observed in paragraphs 38 and 39 as under :-

> *"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.*
>
> *39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor*."

Reverting to the facts of the present case and from the material exchanged by the parties and documents available on record, the position which emerges out that on behalf of workman a document namely I.D. Card was filed which was issued by Employee State Insurance Corporation in which the name of the workman employer code and address of the employer was mentioned. In the written statement the said document was not categorically denied by the respondent no.1. Further on behalf of the workman as per Rule 78(1)(a)(2) of Minimum Wages Act, extract of register of wages was filed of one worker and from the perusal of said extract it establishes that the name and address has been as KVIC, Rae-bareli.

In rebuttal to the said document no material document on behalf of respondent no.1 was filed to establish its case that the respondent no.1 is an Employer. Workman in his evidence filed on affidavit (examination in chief) has stated that he was engaged in the establishment KVIC, Rae-bareli and services were retrenched on 20.03.2010 by the authority of respondent no.1. in his chief examination he has also submitted that his ESI/EPF had been deducted from the wages which is paid to him each and every month by the respondent no.1/authority of the respondent no.1 i.e. Factory Incharge Sri Balwant Singh.

Thus keeping in view the said facts and law as laid down by the Hon'ble Apex Court in the case of Kisloskar Brothers Limited Versus Ramcharan & others in the absence of any notification under Section 10 of Contract Labour (Regulation & Abolition) Act 1970 on the basis of material documents and facts which are stated hereinabove it clearly established that the respondent no.1 M/s. Central Silver Plant, KVIC, Rae-bareli was the principal employer of workman/applicant.

Thus, the next point to be considered is whether the services of workman has been terminated in violation of provisions of section 25 F of the act or not? Once he had worked for more than 240 days continuously in last 12 months preceding the date of alleged termination.

In order to decide the same it will be appropriate to have a glance to the provisions of section 25 F of the Act, which reads as under:

> "**25F. Conditions precedent to retrenchment of workmen**.--
>
> *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until--*
>
> *(a) the workman has been given one months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
>
> *(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
>
> *(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette*."

A perusal of Section 25-F of the Act reveals that in order to claim the benefit of Section 25-F, the workman needs to prove that she has been in continuous service for not less than one year from the date of his retrenchment. Section 25B of the Act stipulates that a person who has worked for a period of 240 days in the preceding year is deemed to be in continuous service for a period of one year. The relevant extract from Section 25B is produced below for reference:

> "**25B. Definition of continuous service**.
>
> *For the purposes of this Chapter:*
>
> *(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the workman;*
>
> *(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--*
>
> *(3) or a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--*
>
> *(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and*
>
> *(ii) two hundred and forty days, in any other case*;"

Taking into consideration the above said facts, next point to be considered that whether the worker has worked for more than 240 days in last preceding twelve months from the date of alleged termination. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgment of ***R.M. Yellatti v. Asstt. Executive Engineer*, *(2006) 1 SCC 106***; the relevant paragraph is extracted below:

> "*17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case*."

These principles were reiterated by the Hon'ble Supreme Court in ***Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi*, *(2009) 11 SCC 522***, and the law on this subject was traced as under in paragraphs 8 to 10 which are reproduced as under:-

> "8. ***In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan [(2004) 8 SCC 161****] the position was again reiterated in para 6 as follows : (SCC p.163)*
>
> *'6. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in **Range Forest Officer v.S.T. Hadimani [(2002) 3 SCC 25***]. *No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.'*
>
> *9.* **In Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195***] it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment.*

*In **M.P. Electricity Board v. Hariram** **[(2004) 8 SCC 246]** the position was again reiterated in para 11 as follows : (SCC p. 250)*

*'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in **Municipal Corpn., Faridabad v. Siri Niwas** **[(2004) 8 SCC 195**] wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents. This is what this Court had to say in that regard: (SCC p. 198, para 15)*

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."'

In ***RBI v. S. Mani [(2005) 5 SCC 100]*** a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous.

In light of the law laid down by the Hon'ble Supreme Court, now the quesiton to be examined is whether the workman/applicant discharged his burden of proving that he was in continuous employment for at least 240 days in the year preceding his date of retrenchment or not?

In this regard on behalf of workman an application was moved for summoning the documents i.e. daily attendance sheets, Utpadan Log Sheet till the date of retrenchment of his services to which the objections were filed. This Tribunal after taking into consideration disposed of the application by an order dated 3.9.2013, the relevant portion of which reads as under:-

"*Hon'ble Gujrat High Court in Director, Fisheries Terminal Division Vs. Bhakubhai Meghajibhai Chavda 2010 AIR SCW 542; has observed that for proving 240 days' continuous working, the workman would have difficulty in having access to all official documents, muster rolls etc.in connection with his service, therefore, the burden of proof shifts to the employer to prove that he did not complete 240 days of service in requisite period to constitute continuous service.*

Hence, in view of the law laid down by the Hon'ble Gujrat High Court, the management of the Central Silver Plang, KVIC cannot escape from its legitimate responsibility as admittedly the workman worked under the control of the OP No.1 & 2. The issue that who was the supplier of man force is secondary. The workman has submitted that to substantiate his pleadings it is necessary to summon documents for the period December 2007 till his termination, and accordingly he has summoned relevant documents which in possession of the management to prove his working with the opposite party.

Accordingly the management of the Central Silver Plant, KVIC is directed to file the documents detailed in para 1(i) & (ii) of the application W-10 Application for summoning the documents is disposed of accordingly."

In response to the same the respondents no.1 & 2 filed a document titled as 'kendriya pooni sanyantra, khadi aur gramodyog ayog, audyogik khestra, Amawa Road, Rae-bareli'. From the perusal of said documents it clearly established that workman worked and discharged his duties as causal employee for more than 240 days prior to retrenchment of his services in the last preceding calendar year. Workman in Para-2 of the claim statement has categorically stated as under:-

"*That it is much relevant to mention here that the workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the machines of the principal employer i.e. Central Silver Plant, KVIC, Rae-bareli*."

In response to the same on behalf of respondents no.1 & 2 in their written statement it has been stated as under:-

"*That the contents of paras-1 to 4 of the claim statement are absolutely false and concocted hence denied. In reply it is stated that the applicant was never employed with Central Silver Plant, KVIC, Rae-bareli, but was in fact a contract labour deployed by a contractor to the Central Silver Plant, KVIC, Rae-bareli M/s. Black Hound Security Services (P) Ltd. 261, Sadar Bazar Jhansi, U.P. that too as per exigencies of work*."

Keeping in view the said facts, material evidence and documents available on record the best evidence is with the respondents to prove and establish as per Section 106 of Indian Evidence Act 1872 that workman has not worked and discharged his duties for 240 days prior to his retrenchment. However, the respondents no.1 & 2 failed to discharge their burden that assertion as made by the workman on the point in issue is totally incorrect and wrong.

In addition to the said facts in his evidence on affidavit (examination in chief) the respondents no.1 & 2 categorically stated that he has worked 240 days in the preceding calendar year from the date of his termination/retrenchment. In the cross examination he has also categorically stated in this regard. Moreover on behalf of respondents no.1 & 2 in support of their case an affidavit of one Sri Avdhesh Kumar Dixit who is working on the post of 'Audyogik Sharmik Sherni-2' was filed (examination in chief) and in the said affidavit only in it has been stated the workman is an employee of the contractor as per agreement entered into between the establishment and the contractor and his services were disengaged by the contractor. Even in the cross examination he has not disputed the said facts.

Thus in view of the said facts and evidence it clearly establishes that the applicant/workman has worked and discharged his duties for more than 240 days in the preceding twelve months prior to the date of termination/retrenchment of his services.

Accordingly, question which is to be considered that what relief the workman/applicant is entitled?

Answer to the said question finds place in the judgment of the Hon'ble Madhya Pradesh High Court in its judgment and order dated 4.4.2024 passed in the case of ***Chief Medical & Health Officer Versus Umrao Singh reported in 2024 (182) FLR 882*** has held as under:-

"4. *Considered the submissions made by counsel for parties.*

5. The Supreme Court in the case of Bharat Sanchar Nigam Limited Vs. Bhurumal, reported in (2014) 7 SCC 177 has held as under:-

> *"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*

6. The Supreme Court in the case of Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.

7. The Supreme Court in the case of Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another, reported in (2014) 7 SCC 190 has held as under:-

> *"19. The following passages from the said judgment would reflect the earlier decisions of this Court on the question of reinstatement:(BSNL case, SCC pp. 187-88, paras 29-30)*
>
> *"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In BSNL v. Man Singh, this Court has held that when the termination is set aside because of violation of Section 25-F of the Industrial Disputes Act, it is not necessary that relief of reinstatement be also given as a matter of right. In Incharge Officer v. Shankar Shetty, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.*
>
> *30. In this judgment of Shankar Shetty, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)*
>
> > *'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of Section 25-F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.*
> >
> > *3. In Jagbir Singh v. Haryana State Agriculture Mktg. Board, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, Uttaranchal Forest Development Corpn. v. M.C. Joshi, State of M.P. v. Lalit Kumar Verma, M.P. Admn. v. Tribhuban, Sita Ram v. Moti Lal Nehru Farmers Training Institute, Jaipur*

Development Authority v.Ramsahai, GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula and stated as follows: (Jagbir Singh case, SCC pp. 330 & 335, paras 7 & 14)

"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure.Compensation instead of reinstatement has been held to meet the ends of justice.

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily-wager who does not hold a post and a permanent employee."

21. We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had it been a case where the issue is limited only to the validity of termination, Appellant 1 would not be entitled to reinstatement....."

8. The Supreme Court in the case of O.P.Bhandari Vs. Indian Tourism Development Corporation Limited and others reported in (1986) 4 SCC 337 has held as under :-

"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer- employee relations in public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar" employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective -- a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community,

(2) social justice for workers, consumers and the people, and

(3) reasonable return on the public funds invested in the undertaking.

7. It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."

9. The Supreme Court in the case of Ghaziabad Development Authority Vs. Ashok Kumar, reported in (2008) 4 SCC 261 has held that statutory authorities are obligated to make recruitments only upon compliance of Articles 14 and 16 of the Constitution of India. Any appointment in violation of the said constitutional scheme as also the statutory recruitment rules, if any, would be void and, under these circumstances, it was held at Workman is entitled for compensation in lieu of reinstatement.

10. The Supreme Court in the case of Mahboob Deepak Vs. Nagar Panchayat, reported in (2008) 1 SCC 575, has held that merely because an employee has completed 240 days of work in a year preceding the date

of retrenchment, the same would not mean that his services were liable to be regularized. At the most, interest of justice will be subserved if payment of sum of Rs.50,000/- by way of damages is made to the Workman.

11. Similar law has been laid down by the Supreme Court in the case of Uttar Pradesh State Electricity Board Vs. Laxmi Kant Gupta, reported in 2009(16) SCC 562, Senior Superintendent Telegraph Vs. Santosh Kumar Seal, reported in 2010(6) SCC 773, Assistant Engineer Rajasthan Development Vs. Gitam Singh, reported in 2013(5) SCC 136."

Accordingly in view of the facts of the present case as well as law referred hereinabove it is clear that retrenchment/termination of service of workman is in contravention to the provisions of Section 25-F of the Industrial Disputes Act. Thus he is entitled for compensation and not for reinstatement. Further in the present case the workman RAmesh Yadav was engaged as casual employee on 21.04.2005 and his services were terminated/retrenched on 20.03.2010. So, taking into consideration the facts of the case the workman is not entitled for reinstatement in services rather it will be appropriate to award a compensation of sum of Rs. 2.50 Lakhs (Rupees Two Lakh Fifty Thousand only) to the workman/applicant against the respondents.

AWARD

For the foregoing reasons the workman/applicant is only entitled for compensation of sum of Rs. 2.50 Lakhs (Rupees Two Lakh Fifty Thousand only) and the same should have be paid to the applicant within a period of three months by the respondents from the date of publication of the award.

And workman is not entitled for reinstatement in services.

Justice ANIL KUMAR, Presiding Officer

LUCKNOW.

06th March, 2025

Let two copies of this award be sent to the Ministry for publication.

नई दिल्ली, 12 जून, 2025

का.आ. 1043.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स सेंट्रल सिल्वर प्लांट; मेसर्स ब्लैक हाउंड सिक्योरिटी सर्विसेज प्राइवेट लिमिटेड; मेसर्स मार्स नेटवर्क सिक्योरिटी सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री विजय बहादुर यादव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-16/2011)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-77]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1043.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 16/2011)** of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Silver Plant; M/s Black Hound Security Services Pvt. Ltd.; M/s Mars Network Security Services** and **Shri Vijay Bahadur Yadav** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No Z-16025/04/2025-IR(M)-77]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-cum-Labour Court, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 16 of 2011

Vijai Bahadur Yadav S/o Late Sukh Lal

R/o Village - Kodar, PO-Munshiganj

District - Raibareli. .....Applicant/Workman

Versus

1. M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli,
   Through its Project Manager;
2. Project Manager
   M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli;
3. M/s. Black Hound Security Services (P) Ltd.
   261, Sadar Bazar District Jhansi
   through its Managing Director;
4. M/s. Mars Network Security Services,
   Head Office at 435, Lakhanpur, Vikas Nagar,
   District Kanpur through its Manager ....Employers/Opp.Parties

Judgment

Heard Sri R. K. Verma learned counsel for the workman and Sri Adarsh Jagdhari, learned counsel for the respondent no. 1 & 2.

Case of the workman:

Sri R. K. Verma learned counsel for the workman on the basis of pleading in the application u/s 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) submits and under:

> "1. The workman was initially engaged on 01.02.2006 by the employer ie. Project Manager, M/S. Central Sliver Plant, Khadi Village & Industries Commission, Amawan Road, Raibareli and since then the workman had been continuously working till his oral termination on 20.03.2010 in the department of carding, Daffer and blowroom.
>
> 2. The workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the Machines of the principal employer ie. Central Sliver Plant, KVIC, Raibareli.
>
> 3. That the monthly salary was being paid to the tune of Rs. 2900/- after deduction of contribution of provident Fund as well as E.S.I..
>
> 4. The work, conduct, performance and behaviour of the workman has always been found as excellent and no complaint, show cause notice or any such charge sheet has been served to the workman during his whole service period by the employers.
>
> 5. The services of the workman has wrongly been terminated/retrenched orally on 20.03.2010 without any thyme and reason and prior To termination/retrenchment neither any notice nor notice pay in lieu thereof has making such been given to the workman by the aforesaid employers, as such the employers have contravened and violated Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as L.D. Act).
>
> 6. The work for which the workman was engaged is perennial in nature and is still available and in place of the workman some new workmen have been newly engaged through the contractor.
>
> 7. About 21 workmen were engaged as on daily wager basis and all workmen have completed about 10 to 6 years continuous service were become eligible for regularization but in lieu of making regularization, their services have been terminated/retrenched orally from the month of February 2010 to March 2010 without following due process of law violating certain provisions under Section 25-F of the 1.D.Act, 1947, which is mandatory.

8. The workmen are working under the supervision and control of the aforesaid employer on the various machines of the establishment for the work of Comber fitter, Simplex, Carding, Blowroom, Daffer etc. which relates the perennial in nature of work.

9. The concerned workmen are being shown the employee of the Contractor by the principal employer and the detail of the said contractor had never been furnished and the said contractor was not having such license under certain provisions of the Contract Labour (Regulation & Abolition) Act, 1970 to supply the labour.

10. For proving the case of the workmen to the effect that the workmen are working under the supervision and control of the project Manager, the relevant paper namely known as DAILY ATTENDANCE SHEET as well as the UTPADAN LOG SHEET are liable to be summoned from the principal employer for last several years.

11. The concerned workmen moved an I.R.C.P. CASE No. 02/2010 before the Deputy Labour Commissioner/Conciliation Officer making request to reconcile/adjudicate the matter in respect of the grievance, which belongs to unfair labour practice , the prayer of the workmen was following herein as under :-

(i) The services of the workmen be regularized.

(ii) The services of the workmen may not be terminated during pendency of the conciliation proceedings.

(iii) The Minimum wages till regularization shall be paid.

(iv) The benefits at par with the regular employees shall be given to the workmen like Bonus, Leave encashment, Holidays, Medical Leave and other facilities which are being provided to the regular employees of the establishment."

Accordingly, Sri R.K. Verma learned counsel for the workman submits that as the conciliation proceedings have failed so applicant has filed the present industrial dispute u/s 2A of the Act.

In view of the said factual background on the basis of pleadings, taken by applicant in his claim petition, challenged the oral order of termination/retrenchment of workman dated 20.03.2010 on the following grounds:

"(i) Because the services of the workman has been terminated/retrenched in contravention of section 25-F of the LD.Act, 1947.

(ii) Because the workman has completed more than 240 days in each and every calendar year since his initial date of engagement December 2004.

(iii) Because the alleged contractors i.e. opposite party No. 3 and 4 are not having license under certain provisions of the Contractor Labour (Regulation & Abolition) Act, 1970.

(iv) Because the work, conduct, performance and behaviour of the workman has always been found excellent by his superiors and no complaint, no show cause notice or charge sheet has been served to the workman in his whole service period.

(v) Because the new persons have been engaged in place of the workman, as such, such act of the employer is violative to Section 25-G and Section 25-H of the I.D.Act, 1947.

(vi) Because the entire act of the employers amounts to unfair Labour practice under L.D.Act, 1947.

(vii) Because the workman is entitled to get reinstatement with continuity of service along with all the resultant and consequential benefits.

(viii) Because the workman is entitled for regularization for want of his length of continuous service."

Accordingly, applicant has made following prayer:

"(a) to set aside the oral termination of the workman w.e.f. 20.03.2010 directing the principal employer to reinstate the workman in his service with continuity of service with full back wages along with all the resultant and consequential benefits for the same and

(b) to regularize the services of the workman and be paid salary at par with the similarly situated regular employees."

Accordingly, it is submitted by Sri R.K. Verma, learned counsel for workman that oral order of termination be set aside and workman be reinstated in service with continuity of service and full back wages.

Submissions on behalf of Central Silver Plant, KVIC, Rae-bareli:

Sri Adarsh Jagdhari learned counsel on behalf of opposite party no.1 submits as under:-

The Central Silver Plant, KVIC situated at Rae-bareli is governed and controlled by the Government of India and as such, it has its own settled principles of rules of recruitment. The applicant was never appointed by Central Silver Plant, KVIC, Rae-bareli but in fact he was deployed to the Central Silver Plant, KVIC by a contractor namely M/s. Black Hound Security Services (P) Ltd., Jhansi which too as per the exigency of work after an agreement entered into with M/s. Black Hound Security Services (P) Ltd. The period of contract with M/s. Black Hound Security Services came to an end and thereafter a fresh agreement was entered into between the establishment and respondent no.4 i.e. M/s. Mars Network Security Services, Vikas Nagar, Kanpur and the workman was sent to the establishment by the said contractor to work the applicant as contract labour. Accordingly it was submitted by the learned counsel for the respondent that the workman is a contract labour supplied through agency to the establishment as per the exigency of work. So there was no master or servant relationship between the establishment and the workman rather they are the workers of labour contractors, hence, it is well settled principal of law as has been laid down by the Hon'ble Apex Court in a catena of decisions that a contract labour can in no circumstances become the employee of the establishment, creating a direct relationship of master and servant with the establishment. The Contract Labour (Regulation and Abolition) Act 1970 neither contemplates creation of direct relationship of Master and servant between the Principal Employer and the Contract Labour nor can such a relationship be implied from the provisions of Act.

Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 on the basis of above said facts as stated in the written statement has argued that the workman is not an employee of the establishment rather he was supplied by the agency and thus the services were retrenched by the contractor who had supplied the workman. Accordingly it was also submitted that as the workman had been engaged as per exigency of work and was not working against regular and sanctioned post so he was not entitled for any relief and the present I.D. case filed under Section 2-A of the Act by the workman is liable to be dismissed keeping in view the law as laid down by the Hon'ble Apex Court in the case of Kilsokar Brothers Ltd. Versus Ramcharan & others reported in 2023 LLR 1.

Further in spite of notices issued to the respondent no.3 they did not file the written statement nor bring any material on record in support of their case. The opposite party no.4 filed their written statement. On behalf of applicant the rebuttal to the written statement was also filed and thereafter the parties had filed evidences and pleadings in support of their case.

Accordingly, Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 submitted that claim petition, filed by workman, lacks merit, liable to be dismissed.

Finding & Conclusion:

I have heard the Learned Counsel for the parties and gone through the records.

The workman was initially engaged as casual labour on 01.02.2006 and in the said capacity he worked and discharged his duties till 20.03.2010 when his services were terminated/retrenched. Now the first point which is to be considered is to the effect that if the workman had been engaged through contractor i.e. opposite parties no.3 & 4 and he had been working and discharging his duties with M/s Central Silver Plant, KVIC, Rae-bareli then in that circumstances whether the respondent no.1 falls within the ambit and scope of definition of 'Principal Employer' or not?

In the case of ***Kirloskar Brothers Limited Versus Ram charan & others reported in 2023 LLR 1*** the Hon'ble Supreme Court held as under:-

> "*3.2 It is submitted that neither Section 10 of the CLRA Act, nor any other provision in the Act, whether expressly or by necessary implication, provides for absorption of contract labour in the absence of a notification by an appropriate Government, namely, in the present case, the State Government, under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. It is submitted that in the present case, admittedly, no notification under Section 10 of the CLRA Act has been issued. It is submitted that therefore, in the absence of a notification under Section 10 of the CLRA Act, which can only be passed by the appropriate Government, the Industrial Court could have given relief to the workmen only if they had claimed and proved by leading cogent evidence that the contract with the contractor was a sham. It is further submitted that in the present case, there was no such allegation or pleading or finding arrived at by any Court that the contract between the parties was a sham and not genuine. Heavy reliance is placed upon the decisions of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors., (2001) 7 SCC 1 (paras 65, 108, 109, 120 and 125) and International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (2009) 13 SCC 374 (paras 36, 37 to 40, 53.13, 56).*
>
> *4.1 On going through the entire material on record, no documentary evidence was produced, by which it can be said that the contesting respondents were the employees of the appellant. There is no provision*

under Section 10 of the CLRA Act that the workers/employees employed by the contractor automatically become the employees of the appellant and/or the employees of the contractor shall be entitled for automatic absorption and/or they become the employees of the principal employer. It is to be noted that even the direct control and supervision of the contesting respondents was always with the contractor. There is no evidence on record that any of the respondents were given any benefits, uniform or punching cards by the appellant.

4.2 Under the contract and even under the provisions of the CLRA, a duty was cast upon the appellant to pay all statutory dues, including salary of the workmen, payment of PF contribution, and in case of non- payment of the same by the contractor, after making such payment, the same can be deducted from the contractor's bill. Therefore, merely because sometimes the payment of salary was made and/or PF contribution was paid by the appellant, which was due to non-payment of the same by the contractor, the contesting respondents shall not automatically become the employees of the principal employer – appellant herein.

4.3 Even otherwise, as observed hereinabove, in the absence of a notification under Section 10 of the CLRA Act unless there are allegations or findings with regard to a contract being sham, private respondents herein, who are as such the workmen/employee of the contractor, cannot be held to be employees of the appellant and not of the contractor. At this stage, the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra) is required to be referred to. Following two questions fell for consideration before this Court:-

> *A. whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification, is implied in Section 10 of the CLRA Act; and*
>
> *B. whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour, emerges.*

4.4 After considering various decisions of this Court on the point, in paragraph 125, it was concluded as under:-

> *"125. The upshot of the above discussion is outlined thus:*
>
> *(1)(a) Before 28-1-1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression "appropriate Government" as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government;*
>
> *(b) After the said date in view of the new definition of that expression, the answer to the question referred to above, has to be found in clause (a) of Section 2 of the Industrial Disputes Act; if (i) the Central Government company/undertaking concerned or any undertaking concerned is included therein eo nomine, or (ii) any industry is carried on (a) by or under the authority of the Central Government, or (b) by a railway company; or (c) by a specified controlled industry, then the Central Government will be the appropriate Government; otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.*
>
> *(2)(a) A notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour in any process, operation or other work in any establishment has to be issued by the appropriate Government:*
>
> > *(1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and*
> >
> > *(2) having regard to*
> >
> > > *(i) conditions of work and benefits provided for the contract labour in the establishment in question, and*
> > >
> > > *(ii) other relevant factors including those mentioned in sub-section (2) of Section 10;*
>
> *(b) Inasmuch as the impugned notification issued by the Central Government on 9-12-1976 does not satisfy the aforesaid requirements of Section 10, it is quashed but we do so prospectively i.e. from*

the date of this judgment and subject to the clarification that on the basis of this judgment no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.

(3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment.Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

(4) We overrule the judgment of this Court in Air India case [(1997) 9 SCC 377] prospectively and declare that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of contract labour following the judgment in Air India case [(1997) 9 SCC 377] shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final.

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

4.5 Thus, as observed and held by this Court, neither Section 10 of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under Section 10(1) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder.

4.6 In the present case, neither any notification under Section 10(1) of the CLRA Act has been issued prohibiting the contract labour, nor there are allegations and/or even findings that the contract is sham and bogus and/or camouflage.

4.7 In the case of International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (supra), after considering the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra), it has been observed and held by this Court that where there is no abolition of contract labour under Section 10 of the CLRA Act, but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal, the remedy is purely under the ID Act. It is further observed that the industrial adjudicator can grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and

merely a camouflage to deny employment benefits to the employee and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short, who has direct control over the employee. It is further observed that where there is no notification under Section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract was a sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It has further been observed in paragraphs 38 and 39 as under :-

> *"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.*
>
> *39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor*."

Reverting to the facts of the present case and from the material exchanged by the parties and documents available on record, the position which emerges out that on behalf of workman a document namely I.D. Card was filed which was issued by Employee State Insurance Corporation in which the name of the workman employer code and address of the employer was mentioned. In the written statement the said document was not categorically denied by the respondent no.1. Further on behalf of the workman as per Rule 78(1)(a)(2) of Minimum Wages Act, extract of register of wages was filed of one worker and from the perusal of said extract it establishes that the name and address has been as KVIC, Rae-bareli.

In rebuttal to the said document no material document on behalf of respondent no.1 was filed to establish its case that the respondent no.1 is an Employer. Workman in his evidence filed on affidavit (examination in chief) has stated that he was engaged in the establishment KVIC, Rae-bareli and services were retrenched on 20.03.2010 by the authority of respondent no.1. in his chief examination he has also submitted that his ESI/EPF had been deducted from the wages which is paid to him each and every month by the respondent no.1/authority of the respondent no.1 i.e. Factory Incharge Sri Balwant Singh.

Thus keeping in view the said facts and law as laid down by the Hon'ble Apex Court in the case of Kisloskar Brothers Limited Versus Ramcharan & others in the absence of any notification under Section 10 of Contract Labour (Regulation & Abolition) Act 1970 on the basis of material documents and facts which are stated hereinabove it clearly established that the respondent no.1 M/s. Central Silver Plant, KVIC, Rae-bareli was the principal employer of workman/applicant.

Thus, the next point to be considered is whether the services of workman has been terminated in violation of provisions of section 25 F of the act or not? Once he had worked for more than 240 days continuously in last 12 months preceding the date of alleged termination.

In order to decide the same it will be appropriate to have a glance to the provisions of section 25 F of the Act, which reads as under:

> "**25F. Conditions precedent to retrenchment of workmen**.--
>
> *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until--*
>
> *(a) the workman has been given one months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
>
> *(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

A perusal of Section 25-F of the Act reveals that in order to claim the benefit of Section 25-F, the workman needs to prove that she has been in continuous service for not less than one year from the date of his retrenchment. Section 25B of the Act stipulates that a person who has worked for a period of 240 days in the preceding year is deemed to be in continuous service for a period of one year. The relevant extract from Section 25B is produced below for reference:

"**25B. Definition of continuous service**.

For the purposes of this Chapter:

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(3) or a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;"

Taking into consideration the above said facts, next point to be considered that whether the worker has worked for more than 240 days in last preceding twelve months from the date of alleged termination. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgment of ***R.M. Yellatti v. Asstt. Executive Engineer*, *(2006) 1 SCC 106***; the relevant paragraph is extracted below:

"*17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case*."

These principles were reiterated by the Hon'ble Supreme Court in ***Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi*, *(2009) 11 SCC 522***, and the law on this subject was traced as under in paragraphs 8 to 10 which are reproduced as under:-

"8. ***In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan [(2004) 8 SCC 161****] the position was again reiterated in para 6 as follows : (SCC p.163)*

*'6. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in **Range Forest Officer v.S.T. Hadimani [(2002) 3 SCC 25***]. *No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.'*

9. **In Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195***] it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment.*

In ***M.P. Electricity Board v. Hariram*** ***[(2004) 8 SCC 246]*** *the position was again reiterated in para 11 as follows : (SCC p. 250)*

'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in ***Municipal Corpn., Faridabad v. Siri Niwas*** ***[(2004) 8 SCC 195****] wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents. This is what this Court had to say in that regard: (SCC p. 198, para 15)*

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."'

In ***RBI v. S. Mani [(2005) 5 SCC 100]*** a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous.

In light of the law laid down by the Hon'ble Supreme Court, now the quesiton to be examined is whether the workman/applicant discharged his burden of proving that he was in continuous employment for at least 240 days in the year preceding his date of retrenchment or not?

In this regard on behalf of workman an application was moved for summoning the documents i.e. daily attendance sheets, Utpadan Log Sheet till the date of retrenchment of his services to which the objections were filed. This Tribunal after taking into consideration disposed of the application by an order dated 3.9.2013, the relevant portion of which reads as under:-

"*Hon'ble Gujrat High Court in Director, Fisheries Terminal Division Vs. Bhakubhai Meghajibhai Chavda 2010 AIR SCW 542; has observed that for proving 240 days' continuous working, the workman would have difficulty in having access to all official documents, muster rolls etc.in connection with his service, therefore, the burden of proof shifts to the employer to prove that he did not complete 240 days of service in requisite period to constitute continuous service.*

Hence, in view of the law laid down by the Hon'ble Gujrat High Court, the management of the Central Silver Plang, KVIC cannot escape from its legitimate responsibility as admittedly the workman worked under the control of the OP No.1 & 2. The issue that who was the supplier of man force is secondary. The workman has submitted that to substantiate his pleadings it is necessary to summon documents for the period December 2007 till his termination, and accordingly he has summoned relevant documents which in possession of the management to prove his working with the opposite party.

Accordingly the management of the Central Silver Plant, KVIC is directed to file the documents detailed in para 1(i) & (ii) of the application W-10 Application for summoning the documents is disposed of accordingly."

In response to the same the respondents no.1 & 2 filed a document titled as 'kendriya pooni sanyantra, khadi aur gramodyog ayog, audyogik khestra, Amawa Road, Rae-bareli'. From the perusal of said documents it clearly established that workman worked and discharged his duties as causal employee for more than 240 days prior to retrenchment of his services in the last preceding calendar year. Workman in Para-2 of the claim statement has categorically stated as under:-

"*That it is much relevant to mention here that the workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the machines of the principal employer i.e. Central Silver Plant, KVIC, Rae-bareli*."

In response to the same on behalf of respondents no.1 & 2 in their written statement it has been stated as under:-

> "*That the contents of paras-1 to 4 of the claim statement are absolutely false and concocted hence denied. In reply it is stated that the applicant was never employed with Central Silver Plant, KVIC, Rae-bareli, but was in fact a contract labour deployed by a contractor to the Central Silver Plant, KVIC, Rae-bareli M/s. Black Hound Security Services (P) Ltd. 261, Sadar Bazar Jhansi, U.P. that too as per exigencies of work*."

Keeping in view the said facts, material evidence and documents available on record the best evidence is with the respondents to prove and establish as per Section 106 of Indian Evidence Act 1872 that workman has not worked and discharged his duties for 240 days prior to his retrenchment. However, the respondents no.1 & 2 failed to discharge their burden that assertion as made by the workman on the point in issue is totally incorrect and wrong.

In addition to the said facts in his evidence on affidavit (examination in chief) the respondents no.1 & 2 categorically stated that he has worked 240 days in the preceding calendar year from the date of his termination/retrenchment. In the cross examination he has also categorically stated in this regard. Moreover on behalf of respondents no.1 & 2 in support of their case an affidavit of one Sri Avdhesh Kumar Dixit who is working on the post of 'Audyogik Sharmik Sherni-2' was filed (examination in chief) and in the said affidavit only in it has been stated the workman is an employee of the contractor as per agreement entered into between the establishment and the contractor and his services were disengaged by the contractor. Even in the cross examination he has not disputed the said facts.

Thus in view of the said facts and evidence it clearly establishes that the applicant/workman has worked and discharged his duties for more than 240 days in the preceding twelve months prior to the date of termination/retrenchment of his services.

Accordingly, question which is to be considered that what relief the workman/applicant is entitled?

Answer to the said question finds place in the judgment of the Hon'ble Madhya Pradesh High Court in its judgment and order dated 4.4.2024 passed in the case of ***Chief Medical & Health Officer Versus Umrao Singh reported in 2024 (182) FLR 882*** has held as under:-

> "4. *Considered the submissions made by counsel for parties.*
>
> *5. The Supreme Court in the case of Bharat Sanchar Nigam Limited Vs. Bhurumal, reported in (2014) 7 SCC 177 has held as under:-*
>
> > *"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*
>
> *6. The Supreme Court in the case of Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.*
>
> *7. The Supreme Court in the case of Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another, reported in (2014) 7 SCC 190 has held as under:-*
>
> > *"19. The following passages from the said judgment would reflect the earlier decisions of this Court on the question of reinstatement:(BSNL case, SCC pp. 187-88, paras 29-30)*
> >
> > *"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In BSNL v. Man Singh, this Court has held that when the termination is set aside because of violation of Section 25-F of the Industrial Disputes Act, it is not necessary that relief of reinstatement be also given as a matter of right. In Incharge Officer v. Shankar Shetty, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.*
> >
> > *30. In this judgment of Shankar Shetty, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)*
> >
> > > *'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of Section 25-F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.*

3. In Jagbir Singh v. Haryana State Agriculture Mktg. Board, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, Uttaranchal Forest Development Corpn. v. M.C. Joshi, State of M.P. v. Lalit Kumar Verma, M.P. Admn. v. Tribhuban, Sita Ram v. Moti Lal Nehru Farmers Training Institute, Jaipur Development Authority v.Ramsahai, GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula and stated as follows: (Jagbir Singh case, SCC pp. 330 & 335, paras 7 & 14)

"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure.Compensation instead of reinstatement has been held to meet the ends of justice.

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily-wager who does not hold a post and a permanent employee."

21. We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had it been a case where the issue is limited only to the validity of termination, Appellant 1 would not be entitled to reinstatement....."

8. The Supreme Court in the case of O.P.Bhandari Vs. Indian Tourism Development Corporation Limited and others reported in (1986) 4 SCC 337 has held as under :-

"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer- employee relations in public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar" employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective -- a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community,

(2) social justice for workers, consumers and the people, and

(3) reasonable return on the public funds invested in the undertaking.

7. It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."

9. The Supreme Court in the case of Ghaziabad Development Authority Vs. Ashok Kumar, reported in (2008) 4 SCC 261 has held that statutory authorities are obligated to make recruitments only upon compliance

of Articles 14 and 16 of the Constitution of India. Any appointment in violation of the said constitutional scheme as also the statutory recruitment rules, if any, would be void and, under these circumstances, it was held at Workman is entitled for compensation in lieu of reinstatement.

10. The Supreme Court in the case of Mahboob Deepak Vs. Nagar Panchayat, reported in (2008) 1 SCC 575, has held that merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized. At the most, interest of justice will be subserved if payment of sum of Rs.50,000/- by way of damages is made to the Workman.

11. Similar law has been laid down by the Supreme Court in the case of Uttar Pradesh State Electricity Board Vs. Laxmi Kant Gupta, reported in 2009(16) SCC 562, Senior Superintendent Telegraph Vs. Santosh Kumar Seal, reported in 2010(6) SCC 773, Assistant Engineer Rajasthan Development Vs. Gitam Singh, reported in 2013(5) SCC 136."

Accordingly in view of the facts of the present case as well as law referred hereinabove it is clear that retrenchment/termination of service of workman is in contravention to the provisions of Section 25-F of the Industrial Disputes Act. Thus he is entitled for compensation and not for reinstatement. Further in the present case the workman Vijai Bahadur Yadav was engaged as casual employee on 01.02.2006 and his services were terminated/retrenched on 20.03.2010. So, taking into consideration the facts of the case the workman is not entitled for reinstatement in services rather it will be appropriate to award a compensation of sum of Rs. 2 Lakhs (Rupees Two Lakhs only) to the workman/applicant against the respondents.

AWARD

For the foregoing reasons the workman/applicant is only entitled for compensation of sum of Rs. 2 Lakhs (Rupees Two Lakhs only) and the same should have be paid to the applicant within a period of three months by the respondents from the date of publication of the award.

And workman is not entitled for reinstatement in services.

Justice ANIL KUMAR, Presiding Officer

LUCKNOW.

06th March, 2025

Let two copies of this award be sent to the Ministry for publication.

नई दिल्ली, 12 जून, 2025

का.आ. 1044.—औद्योगिक विवाद अधिनियम, 1940 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स सेंट्रल सिल्वर प्लांट; मेसर्स ब्लैक हाउंड सिक्योरिटी सर्विसेज प्राइवेट लिमिटेड; मेसर्स मार्स नेटवर्क सिक्योरिटी सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री जगदीश प्रसाद** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-17/2011)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-78]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1044.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 17/2011)** of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Silver Plant; M/s Black Hound Security Services Pvt. Ltd.; M/s Mars Network Security Services** and **Shri Jagdish Prasad** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No Z-16025/04/2025-IR(M)-78]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-cum-Labour Court, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 17 of 2011

Jagdish Prasad S/o Late Bhagwati Prasad

R/o Village - Bhitaha, Majre - Jamalpur Karaundi, PO - Lodhawamau

District Rae-bareli .....Applicant/Workman

Versus

1. M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli,
   Through its Project Manager;
2. Project Manager
   M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli;
3. M/s. Black Hound Security Services (P) Ltd.
   261, Sadar Bazar District Jhansi
   through its Managing Director;
4. M/s. Mars Network Security Services,
   Head Office at 435, Lakhanpur, Vikas Nagar,
   District Kanpur through its Manager ....Employers/Opp.Parties

Judgment

Heard Sri R.K. Verma learned counsel for the workman and Sri Adarsh Jagdhari, learned counsel for the respondent no. 1 & 2.

Case of the workman:

Sri R.K. Verma learned counsel for the workman on the basis of pleading in the application u/s 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) submits and under:

> "1. The workman was initially engaged in the month of October, 2007 but the same has been shown on 01.01.2008 in E.S.I. card by the employer ie. Project Manager, M/S. Central Sliver Plant, Khadi Village & Industries Commission, Amawan Road, Raibareli and since then the workman had been continuously working till his oral termination on 04.01.2010 in the department of carding, Daffer and blowroom.
>
> 2. The workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the Machines of the principal employer ie. Central Sliver Plant, KVIC, Raibareli.
>
> 3. That the monthly salary was being paid to the tune of Rs. 2900/- after deduction of contribution of provident Fund as well as E.S.I..
>
> 4. The work, conduct, performance and behaviour of the workman has always been found as excellent and no complaint, show cause notice or any such charge sheet has been served to the workman during his whole service period by the employers.
>
> 5. The services of the workman has wrongly been terminated/retrenched orally on 04.01.2010 without any thyme and reason and prior To termination/retrenchment neither any notice nor notice pay in lieu thereof has making such been given to the workman by the aforesaid employers, as such the employers have contravened and violated Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as L.D. Act).

6. The work for which the workman was engaged is perennial in nature and is still available and in place of the workman some new workmen have been newly engaged through the contractor.

7. About 21 workmen were engaged as on daily wager basis and all workmen have completed about 10 to 6 years continuous service were become eligible for regularization but in lieu of making regularization, their services have been terminated/retrenched orally from the month of February 2010 to March 2010 without following due process of law violating certain provisions under Section 25-F of the 1.D.Act, 1947, which is mandatory.

8. The workmen are working under the supervision and control of the aforesaid employer on the various machines of the establishment for the work of Comber fitter, Simplex, Carding, Blowroom, Daffer etc. which relates the perennial in nature of work.

9. The concerned workmen are being shown the employee of the Contractor by the principal employer and the detail of the said contractor had never been furnished and the said contractor was not having such license under certain provisions of the Contract Labour (Regulation & Abolition) Act, 1970 to supply the labour.

10. For proving the case of the workmen to the effect that the workmen are working under the supervision and control of the project Manager, the relevant paper namely known as DAILY ATTENDANCE SHEET as well as the UTPADAN LOG SHEET are liable to be summoned from the principal employer for last several years.

11. The concerned workmen moved an I.R.C.P. CASE No. 02/2010 before the Deputy Labour Commissioner/Conciliation Officer making request to reconcile/adjudicate the matter in respect of the grievance, which belongs to unfair labour practice , the prayer of the workmen was following herein as under :-

(i) The services of the workmen be regularized.

(ii) The services of the workmen may not be terminated during pendency of the conciliation proceedings.

(iii) The Minimum wages till regularization shall be paid.

(iv) The benefits at par with the regular employees shall be given to the workmen like Bonus, Leave encashment, Holidays, Medical Leave and other facilities which are being provided to the regular employees of the establishment."

Accordingly, Sri R.K. Verma learned counsel for the workman submits that as the conciliation proceedings have failed so applicant has filed the present industrial dispute u/s 2A of the Act.

In view of the said factual background on the basis of pleadings, taken by applicant in his claim petition, challenged the oral order of termination/retrenchment of workman dated 04.01.2010 on the following grounds:

"(i) Because the services of the workman has been terminated/retrenched in contravention of section 25-F of the LD.Act, 1947.

(ii) Because the workman has completed more than 240 days in each and every calendar year since his initial date of engagement December 2004.

(iii) Because the alleged contractors i.e. opposite party No. 3 and 4 are not having license under certain provisions of the Contractor Labour (Regulation & Abolition) Act, 1970.

(iv) Because the work, conduct, performance and behaviour of the workman has always been found excellent by his superiors and no complaint, no show cause notice or charge sheet has been served to the workman in his whole service period.

(v) Because the new persons have been engaged in place of the workman, as such, such act of the employer is violative to Section 25-G and Section 25-H of the I.D.Act, 1947.

(vi) Because the entire act of the employers amounts to unfair Labour practice under L.D.Act, 1947.

(vii) Because the workman is entitled to get reinstatement with continuity of service along with all the resultant and consequential benefits.

(viii) Because the workman is entitled for regularization for want of his length of continuous service."

Accordingly, applicant has made following prayer:

"(a) to set aside the oral termination of the workman w.e.f. 04.01.2010 directing the principal employer to reinstate the workman in his service with continuity of service with full back wages along with all the resultant and consequential benefits for the same and

(b) to regularize the services of the workman and be paid salary at par with the similarly situated regular employees."

Accordingly, it is submitted by Sri R.K. Verma, learned counsel for workman that oral order of termination be set aside and workman be reinstated in service with continuity of service and full back wages.

Submissions on behalf of Central Silver Plant, KVIC, Rae-bareli:

Sri Adarsh Jagdhari learned counsel on behalf of opposite party no.1 submits as under:-

The Central Silver Plant, KVIC situated at Rae-bareli is governed and controlled by the Government of India and as such, it has its own settled principles of rules of recruitment. The applicant was never appointed by Central Silver Plant, KVIC, Rae-bareli but in fact he was deployed to the Central Silver Plant, KVIC by a contractor namely M/s. Black Hound Security Services (P) Ltd., Jhansi which too as per the exigency of work after an agreement entered into with M/s. Black Hound Security Services (P) Ltd. The period of contract with M/s. Black Hound Security Services came to an end and thereafter a fresh agreement was entered into between the establishment and respondent no.4 i.e. M/s. Mars Network Security Services, Vikas Nagar, Kanpur and the workman was sent to the establishment by the said contractor to work the applicant as contract labour. Accordingly it was submitted by the learned counsel for the respondent that the workman is a contract labour supplied through agency to the establishment as per the exigency of work. So there was no master or servant relationship between the establishment and the workman rather they are the workers of labour contractors, hence, it is well settled principal of law as has been laid down by the Hon'ble Apex Court in a catena of decisions that a contract labour can in no circumstances become the employee of the establishment, creating a direct relationship of master and servant with the establishment. The Contract Labour (Regulation and Abolition) Act 1970 neither contemplates creation of direct relationship of Master and servant between the Principal Employer and the Contract Labour nor can such a relationship be implied from the provisions of Act.

Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 on the basis of above said facts as stated in the written statement has argued that the workman is not an employee of the establishment rather he was supplied by the agency and thus the services were retrenched by the contractor who had supplied the workman. Accordingly it was also submitted that as the workman had been engaged as per exigency of work and was not working against regular and sanctioned post so he was not entitled for any relief and the present I.D. case filed under Section 2-A of the Act by the workman is liable to be dismissed keeping in view the law as laid down by the Hon'ble Apex Court in the case of Kilsokar Brothers Ltd. Versus Ramcharan & others reported in 2023 LLR 1.

Further in spite of notices issued to the respondent no. 3 they did not file the written statement nor bring any material on record in support of their case. The opposite party no.4 filed their written statement. On behalf of applicant the rebuttal to the written statement was also filed and thereafter the parties had filed evidences and pleadings in support of their case.

Accordingly, Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 submitted that claim petition, filed by workman, lacks merit, liable to be dismissed.

Finding & Conclusion:

I have heard the Learned Counsel for the parties and gone through the records.

Sri Jagdish Prasad was initially engaged as casual labour and his date of engagement in the establishment is mentioned as 01.01.2008 in the ESI Card issued to him and in the said capacity he worked and discharged his duties till 04.01.2010 when his services were terminated/retrenched. Now the first point which is to be considered is to the effect that if the workman had been engaged through contractor i.e. opposite parties no.3 & 4 and he had been working and discharging his duties with M/s Central Silver Plant, KVIC, Rae-bareli then in that circumstances whether the respondent no.1 falls within the ambit and scope of definition of 'Principal Employer' or not?

In the case of ***Kirloskar Brothers Limited Versus Ram charan & others reported in 2023 LLR 1*** the Hon'ble Supreme Court held as under:-

> "*3.2 It is submitted that neither Section 10 of the CLRA Act, nor any other provision in the Act, whether expressly or by necessary implication, provides for absorption of contract labour in the absence of a notification by an appropriate Government, namely, in the present case, the State Government, under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. It is submitted that in the present case, admittedly, no notification under Section 10 of the CLRA Act has been issued. It is submitted that therefore, in the absence of a notification under Section 10 of the CLRA Act, which can only be passed by the appropriate Government, the Industrial Court could have given relief to the workmen only if they had claimed and proved by leading cogent evidence that the contract with the contractor was a sham. It is further submitted that in the present case, there was no such allegation or pleading or finding arrived at by any Court that the contract between the parties was a sham and not genuine. Heavy reliance is placed upon the decisions of this Court in the case*

of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors., (2001) 7 SCC 1 (paras 65, 108, 109, 120 and 125) and International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (2009) 13 SCC 374 (paras 36, 37 to 40, 53.13, 56).

4.1 On going through the entire material on record, no documentary evidence was produced, by which it can be said that the contesting respondents were the employees of the appellant. There is no provision under Section 10 of the CLRA Act that the workers/employees employed by the contractor automatically become the employees of the appellant and/or the employees of the contractor shall be entitled for automatic absorption and/or they become the employees of the principal employer. It is to be noted that even the direct control and supervision of the contesting respondents was always with the contractor. There is no evidence on record that any of the respondents were given any benefits, uniform or punching cards by the appellant.

4.2 Under the contract and even under the provisions of the CLRA, a duty was cast upon the appellant to pay all statutory dues, including salary of the workmen, payment of PF contribution, and in case of non- payment of the same by the contractor, after making such payment, the same can be deducted from the contractor's bill. Therefore, merely because sometimes the payment of salary was made and/or PF contribution was paid by the appellant, which was due to non-payment of the same by the contractor, the contesting respondents shall not automatically become the employees of the principal employer – appellant herein.

4.3 Even otherwise, as observed hereinabove, in the absence of a notification under Section 10 of the CLRA Act unless there are allegations or findings with regard to a contract being sham, private respondents herein, who are as such the workmen/employee of the contractor, cannot be held to be employees of the appellant and not of the contractor. At this stage, the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra) is required to be referred to. Following two questions fell for consideration before this Court:-

> *A. whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification, is implied in Section 10 of the CLRA Act; and*
>
> *B. whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour, emerges.*

4.4 After considering various decisions of this Court on the point, in paragraph 125, it was concluded as under:-

> *"125. The upshot of the above discussion is outlined thus:*
>
> *(1)(a) Before 28-1-1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression "appropriate Government" as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government;*
>
> *(b) After the said date in view of the new definition of that expression, the answer to the question referred to above, has to be found in clause (a) of Section 2 of the Industrial Disputes Act; if (i) the Central Government company/undertaking concerned or any undertaking concerned is included therein eo nomine, or (ii) any industry is carried on (a) by or under the authority of the Central Government, or (b) by a railway company; or (c) by a specified controlled industry, then the Central Government will be the appropriate Government; otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.*
>
> *(2)(a) A notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour in any process, operation or other work in any establishment has to be issued by the appropriate Government:*
>
> > *(1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and*
> >
> > *(2) having regard to*

(i) conditions of work and benefits provided for the contract labour in the establishment in question, and

(ii) other relevant factors including those mentioned in sub-section (2) of Section 10;

(b) Inasmuch as the impugned notification issued by the Central Government on 9-12-1976 does not satisfy the aforesaid requirements of Section 10, it is quashed but we do so prospectively i.e. from the date of this judgment and subject to the clarification that on the basis of this judgment no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.

(3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment.Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

(4) We overrule the judgment of this Court in Air India case [(1997) 9 SCC 377] prospectively and declare that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of contract labour following the judgment in Air India case [(1997) 9 SCC 377] shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final.

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

4.5 Thus, as observed and held by this Court, neither Section 10 of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under Section 10(1) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder.

4.6 In the present case, neither any notification under Section 10(1) of the CLRA Act has been issued prohibiting the contract labour, nor there are allegations and/or even findings that the contract is sham and bogus and/or camouflage.

4.7 In the case of International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (supra), after considering the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra), it has been observed and held by this Court that where there is no abolition of contract labour under Section 10 of the CLRA Act, but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal, the remedy is purely under the ID Act. It is further observed that the industrial adjudicator can grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employee and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short, who has direct control over the employee. It is further observed that where there is no notification under Section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract was a sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It has further been observed in paragraphs 38 and 39 as under :-

> *"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.*
>
> *39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor*."

Reverting to the facts of the present case and from the material exchanged by the parties and documents available on record, the position which emerges out that on behalf of workman a document namely I.D. Card was filed which was issued by Employee State Insurance Corporation in which the name of the workman employer code and address of the employer was mentioned. In the written statement the said document was not categorically denied by the respondent no.1. Further on behalf of the workman as per Rule 78(1)(a)(2) of Minimum Wages Act, extract of register of wages was filed of one worker and from the perusal of said extract it establishes that the name and address has been as KVIC, Rae-bareli.

In rebuttal to the said document no material document on behalf of respondent no.1 was filed to establish its case that the respondent no.1 is an Employer. Workman in his evidence filed on affidavit (examination in chief) has stated that he was engaged in the establishment KVIC, Rae-bareli and services were retrenched on 04.01.2010 by the authority of respondent no.1. in his chief examination he has also submitted that his ESI/EPF had been deducted from the wages which is paid to him each and every month by the respondent no.1/authority of the respondent no.1 i.e. Factory Incharge Sri Balwant Singh.

Thus keeping in view the said facts and law as laid down by the Hon'ble Apex Court in the case of Kisloskar Brothers Limited Versus Ramcharan & others in the absence of any notification under Section 10 of Contract Labour (Regulation & Abolition) Act 1970 on the basis of material documents and facts which are stated hereinabove it clearly established that the respondent no.1 M/s. Central Silver Plant, KVIC, Rae-bareli was the principal employer of workman/applicant.

Thus, the next point to be considered is whether the services of workman has been terminated in violation of provisions of section 25 F of the act or not? Once he had worked for more than 240 days continuously in last 12 months preceding the date of alleged termination.

In order to decide the same it will be appropriate to have a glance to the provisions of section 25 F of the Act, which reads as under:

> "**25F. Conditions precedent to retrenchment of workmen**.--
>
> *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until--*
>
> *(a) the workman has been given one months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

A perusal of Section 25-F of the Act reveals that in order to claim the benefit of Section 25-F, the workman needs to prove that she has been in continuous service for not less than one year from the date of his retrenchment. Section 25B of the Act stipulates that a person who has worked for a period of 240 days in the preceding year is deemed to be in continuous service for a period of one year. The relevant extract from Section 25B is produced below for reference:

"**25B. Definition of continuous service**.

For the purposes of this Chapter:

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(3) or a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;"

Taking into consideration the above said facts, next point to be considered that whether the worker has worked for more than 240 days in last preceding twelve months from the date of alleged termination. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgment of ***R.M. Yellatti v. Asstt. Executive Engineer, (2006) 1 SCC 106***; the relevant paragraph is extracted below:

"*17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case*."

These principles were reiterated by the Hon'ble Supreme Court in ***Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi, (2009) 11 SCC 522***, and the law on this subject was traced as under in paragraphs 8 to 10 which are reproduced as under:-

"8. ***In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan [(2004) 8 SCC 161]*** *the position was again reiterated in para 6 as follows : (SCC p.163)*

'6. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in ***Range Forest Officer v.S.T. Hadimani [(2002) 3 SCC 25]***. *No proof of receipt of salary or*

wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.'

9. **In Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195***] it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment.*

In ***M.P. Electricity Board v. Hariram*** ***[(2004) 8 SCC 246]*** *the position was again reiterated in para 11 as follows : (SCC p. 250)*

'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in ***Municipal Corpn., Faridabad v. Siri Niwas*** ***[(2004) 8 SCC 195****] wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents. This is what this Court had to say in that regard: (SCC p. 198, para 15)*

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."'

In ***RBI v. S. Mani [(2005) 5 SCC 100]*** a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous.

In light of the law laid down by the Hon'ble Supreme Court, now the quesiton to be examined is whether the workman/applicant discharged his burden of proving that he was in continuous employment for at least 240 days in the year preceding his date of retrenchment or not?

In this regard on behalf of workman an application was moved for summoning the documents i.e. daily attendance sheets, Utpadan Log Sheet till the date of retrenchment of his services to which the objections were filed. This Tribunal after taking into consideration disposed of the application by an order dated 3.9.2013, the relevant portion of which reads as under:-

"*Hon'ble Gujrat High Court in Director, Fisheries Terminal Division Vs. Bhakubhai Meghajibhai Chavda 2010 AIR SCW 542; has observed that for proving 240 days' continuous working, the workman would have difficulty in having access to all official documents, muster rolls etc.in connection with his service, therefore, the burden of proof shifts to the employer to prove that he did not complete 240 days of service in requisite period to constitute continuous service.*

Hence, in view of the law laid down by the Hon'ble Gujrat High Court, the management of the Central Silver Plang, KVIC cannot escape from its legitimate responsibility as admittedly the workman worked under the control of the OP No.1 & 2. The issue that who was the supplier of man force is secondary. The workman has submitted that to substantiate his pleadings it is necessary to summon documents for the period December 2007 till his termination, and accordingly he has summoned relevant documents which in possession of the management to prove his working with the opposite party.

Accordingly the management of the Central Silver Plant, KVIC is directed to file the documents detailed in para 1(i) & (ii) of the application W-10 Application for summoning the documents is disposed of accordingly."

In response to the same the respondents no.1 & 2 filed a document titled as 'kendriya pooni sanyantra, khadi aur gramodyog ayog, audyogik khestra, Amawa Road, Rae-bareli'. From the perusal of said documents it clearly established that workman worked and discharged his duties as causal employee for more than 240 days prior to retrenchment of his services in the last preceding calendar year. Workman in Para-2 of the claim statement has categorically stated as under:-

"*That it is much relevant to mention here that the workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the machines of the principal employer i.e. Central Silver Plant, KVIC, Rae-bareli*."

In response to the same on behalf of respondents no.1 & 2 in their written statement it has been stated as under:-

> "*That the contents of paras-1 to 4 of the claim statement are absolutely false and concocted hence denied. In reply it is stated that the applicant was never employed with Central Silver Plant, KVIC, Rae-bareli, but was in fact a contract labour deployed by a contractor to the Central Silver Plant, KVIC, Rae-bareli M/s. Black Hound Security Services (P) Ltd. 261, Sadar Bazar Jhansi, U.P. that too as per exigencies of work*."

Keeping in view the said facts, material evidence and documents available on record the best evidence is with the respondents to prove and establish as per Section 106 of Indian Evidence Act 1872 that workman has not worked and discharged his duties for 240 days prior to his retrenchment. However, the respondents no.1 & 2 failed to discharge their burden that assertion as made by the workman on the point in issue is totally incorrect and wrong.

In addition to the said facts in his evidence on affidavit (examination in chief) the respondents no.1 & 2 categorically stated that he has worked 240 days in the preceding calendar year from the date of his termination/retrenchment. In the cross examination he has also categorically stated in this regard. Moreover on behalf of respondents no.1 & 2 in support of their case an affidavit of one Sri Avdhesh Kumar Dixit who is working on the post of 'Audyogik Sharmik Sherni-2' was filed (examination in chief) and in the said affidavit only in it has been stated the workman is an employee of the contractor as per agreement entered into between the establishment and the contractor and his services were disengaged by the contractor. Even in the cross examination he has not disputed the said facts.

Thus in view of the said facts and evidence it clearly establishes that the applicant/workman has worked and discharged his duties for more than 240 days in the preceding twelve months prior to the date of termination/retrenchment of his services.

Accordingly, question which is to be considered that what relief the workman/applicant is entitled?

Answer to the said question finds place in the judgment of the Hon'ble Madhya Pradesh High Court in its judgment and order dated 4.4.2024 passed in the case of ***Chief Medical & Health Officer Versus Umrao Singh reported in 2024 (182) FLR 882*** has held as under:-

> "4. *Considered the submissions made by counsel for parties.*
>
> *5. The Supreme Court in the case of Bharat Sanchar Nigam Limited Vs. Bhurumal, reported in (2014) 7 SCC 177 has held as under:-*
>
> > *"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*
>
> *6. The Supreme Court in the case of Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.*
>
> *7. The Supreme Court in the case of Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another, reported in (2014) 7 SCC 190 has held as under:-*
>
> > *"19. The following passages from the said judgment would reflect the earlier decisions of this Court on the question of reinstatement:(BSNL case, SCC pp. 187-88, paras 29-30)*
> >
> > *"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In BSNL v. Man Singh, this Court has held that when the termination is set aside because of violation of Section 25-F of the Industrial Disputes Act, it is not necessary that relief of reinstatement be also given as a matter of right. In Incharge Officer v. Shankar Shetty, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.*
> >
> > *30. In this judgment of Shankar Shetty, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)*
> >
> > > *'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of Section 25-F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.*

3. In Jagbir Singh v. Haryana State Agriculture Mktg. Board, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, Uttaranchal Forest Development Corpn. v. M.C. Joshi, State of M.P. v. Lalit Kumar Verma, M.P. Admn. v. Tribhuban, Sita Ram v. Moti Lal Nehru Farmers Training Institute, Jaipur Development Authority v.Ramsahai, GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula and stated as follows: (Jagbir Singh case, SCC pp. 330 & 335, paras 7 & 14)

"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure.Compensation instead of reinstatement has been held to meet the ends of justice.

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily-wager who does not hold a post and a permanent employee."

21. We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had it been a case where the issue is limited only to the validity of termination, Appellant 1 would not be entitled to reinstatement....."

8. The Supreme Court in the case of O.P.Bhandari Vs. Indian Tourism Development Corporation Limited and others reported in (1986) 4 SCC 337 has held as under :-

"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer- employee relations in public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar" employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective -- a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community,

(2) social justice for workers, consumers and the people, and

(3) reasonable return on the public funds invested in the undertaking.

7. It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."

9. The Supreme Court in the case of Ghaziabad Development Authority Vs. Ashok Kumar, reported in (2008) 4 SCC 261 has held that statutory authorities are obligated to make recruitments only upon compliance

of Articles 14 and 16 of the Constitution of India. Any appointment in violation of the said constitutional scheme as also the statutory recruitment rules, if any, would be void and, under these circumstances, it was held at Workman is entitled for compensation in lieu of reinstatement.

10. The Supreme Court in the case of Mahboob Deepak Vs. Nagar Panchayat, reported in (2008) 1 SCC 575, has held that merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized. At the most, interest of justice will be subserved if payment of sum of Rs.50,000/- by way of damages is made to the Workman.

11. Similar law has been laid down by the Supreme Court in the case of Uttar Pradesh State Electricity Board Vs. Laxmi Kant Gupta, reported in 2009(16) SCC 562, Senior Superintendent Telegraph Vs. Santosh Kumar Seal, reported in 2010(6) SCC 773, Assistant Engineer Rajasthan Development Vs. Gitam Singh, reported in 2013(5) SCC 136."

Accordingly in view of the facts of the present case as well as law referred hereinabove it is clear that retrenchment/termination of service of workman is in contravention to the provisions of Section 25-F of the Industrial Disputes Act. Thus he is entitled for compensation and not for reinstatement. Further in the present case the workman Sri Jagdish Prasad was engaged as casual employee in the month of December, 2007 and his services were terminated/retrenched on 04.01.2010. So, taking into consideration the facts of the case the workman is not entitled for reinstatement in services rather it will be appropriate to award a compensation of sum of Rs.1,00,000/- (Rupees One Lakh only) to the workman/applicant against the respondents.

AWARD

For the foregoing reasons the workman/applicant is only entitled for compensation of sum of Rs.1,00,000/- (Rupees One Lakh only) and the same should have be paid to the applicant within a period of three months by the respondents from the date of publication of the award.

And workman is not entitled for reinstatement in services.

Justice ANIL KUMAR, Presiding Officer

LUCKNOW.

06th March, 2025

Let two copies of this award be sent to the Ministry for publication.

नई दिल्ली, 12 जून, 2025

का.आ. 1045.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स सेंट्रल सिल्वर प्लांट; मेसर्स ब्लैक हाउंड सिक्योरिटी सर्विसेज प्राइवेट लिमिटेड; मेसर्स मार्स नेटवर्क सिक्योरिटी सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री राकेश कुमार** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-18/2011)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-79]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1045.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 18/2011)** of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Silver Plant; M/s Black Hound Security Services Pvt. Ltd.; M/s Mars Network Security Services** and **Shri Rakesh Kumar** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No. Z-16025/04/2025-IR(M)-79]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-cum-Labour Court, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 18 of 2011

Rakesh Kumar, S/o Sri Vinod Kumar

R/o Village - Deeh, PO - Bagidhar

Distt. - Almora. .....Applicant/Workman

Versus

1. M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli,
   Through its Project Manager;
2. Project Manager
   M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli;
3. M/s. Black Hound Security Services (P) Ltd.
   261, Sadar Bazar District Jhansi
   through its Managing Director;
4. M/s. Mars Network Security Services,
   Head Office at 435, Lakhanpur, Vikas Nagar,
   District Kanpur through its Manager ....Employers/Opp.Parties

Judgment

Heard Sri R.K. Verma learned counsel for the workman and Sri Adarsh Jagdhari, learned counsel for the respondent no. 1 & 2.

Case of the workman:

Sri R.K. Verma learned counsel for the workman on the basis of pleading in the application u/s 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) submits and under:

> "1. The workman was initially engaged on 19.12.2004 by the employer ie. Project Manager, M/S. Central Sliver Plant, Khadi Village & Industries Commission, Amawan Road, Raibareli and since then the workman had been continuously working till his oral termination on 11.03.2010 in the department of carding, Daffer and blowroom.
>
> 2. The workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the Machines of the principal employer ie. Central Sliver Plant, KVIC, Raibareli.
>
> 3. That the monthly salary was being paid to the tune of Rs. 2900/- after deduction of contribution of provident Fund as well as E.S.I..
>
> 4. The work, conduct, performance and behaviour of the workman has always been found as excellent and no complaint, show cause notice or any such charge sheet has been served to the workman during his whole service period by the employers.
>
> 5. The services of the workman has wrongly been terminated/retrenched orally on 11.03.2010 without any thyme and reason and prior To termination/retrenchment neither any notice nor notice pay in lieu thereof has making such been given to the workman by the aforesaid employers, as such the employers have

contravened and violated Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as L.D. Act).

6. The work for which the workman was engaged is perennial in nature and is still available and in place of the workman some new workmen have been newly engaged through the contractor.

7. About 21 workmen were engaged as on daily wager basis and all workmen have completed about 10 to 6 years continuous service were become eligible for regularization but in lieu of making regularization, their services have been terminated/retrenched orally from the month of February 2010 to March 2010 without following due process of law violating certain provisions under Section 25-F of the 1.D.Act, 1947, which is mandatory.

8. The workmen are working under the supervision and control of the aforesaid employer on the various machines of the establishment for the work of Comber fitter, Simplex, Carding, Blowroom, Daffer etc. which relates the perennial in nature of work.

9. The concerned workmen are being shown the employee of the Contractor by the principal employer and the detail of the said contractor had never been furnished and the said contractor was not having such license under certain provisions of the Contract Labour (Regulation & Abolition) Act, 1970 to supply the labour.

10. For proving the case of the workmen to the effect that the workmen are working under the supervision and control of the project Manager, the relevant paper namely known as DAILY ATTENDANCE SHEET as well as the UTPADAN LOG SHEET are liable to be summoned from the principal employer for last several years.

11. The concerned workmen moved an I.R.C.P. CASE No. 02/2010 before the Deputy Labour Commissioner/Conciliation Officer making request to reconcile/adjudicate the matter in respect of the grievance, which belongs to unfair labour practice , the prayer of the workmen was following herein as under :-

(i) The services of the workmen be regularized.

(ii) The services of the workmen may not be terminated during pendency of the conciliation proceedings.

(iii) The Minimum wages till regularization shall be paid.

(iv) The benefits at par with the regular employees shall be given to the workmen like Bonus, Leave encashment, Holidays, Medical Leave and other facilities which are being provided to the regular employees of the establishment."

Accordingly, Sri R.K. Verma learned counsel for the workman submits that as the conciliation proceedings have failed so applicant has filed the present industrial dispute u/s 2A of the Act.

In view of the said factual background on the basis of pleadings, taken by applicant in his claim petition, challenged the oral order of termination/retrenchment of workman dated 11.03.2010 on the following grounds:

"(i) Because the services of the workman has been terminated/retrenched in contravention of section 25-F of the LD.Act, 1947.

(ii) Because the workman has completed more than 240 days in each and every calendar year since his initial date of engagement December 2004.

(iii) Because the alleged contractors i.e. opposite party No. 3 and 4 are not having license under certain provisions of the Contractor Labour (Regulation & Abolition) Act, 1970.

(iv) Because the work, conduct, performance and behaviour of the workman has always been found excellent by his superiors and no complaint, no show cause notice or charge sheet has been served to the workman in his whole service period.

(v) Because the new persons have been engaged in place of the workman, as such, such act of the employer is violative to Section 25-G and Section 25-H of the I.D.Act, 1947.

(vi) Because the entire act of the employers amounts to unfair Labour practice under L.D.Act, 1947.

(vii) Because the workman is entitled to get reinstatement with continuity of service along with all the resultant and consequential benefits.

(viii) Because the workman is entitled for regularization for want of his length of continuous service."

Accordingly, applicant has made following prayer:

> "(a) to set aside the oral termination of the workman w.e.f. 11.03.2010 directing the principal employer to reinstate the workman in his service with continuity of service with full back wages along with all the resultant and consequential benefits for the same and
>
> (b) to regularize the services of the workman and be paid salary at par with the similarly situated regular employees."

Accordingly, it is submitted by Sri R.K. Verma, learned counsel for workman that oral order of termination be set aside and workman be reinstated in service with continuity of service and full back wages.

Submissions on behalf of Central Silver Plant, KVIC, Rae-bareli:

Sri Adarsh Jagdhari learned counsel on behalf of opposite party no.1 submits as under:-

The Central Silver Plant, KVIC situated at Rae-bareli is governed and controlled by the Government of India and as such, it has its own settled principles of rules of recruitment. The applicant was never appointed by Central Silver Plant, KVIC, Rae-bareli but in fact he was deployed to the Central Silver Plant, KVIC by a contractor namely M/s. Black Hound Security Services (P) Ltd., Jhansi which too as per the exigency of work after an agreement entered into with M/s. Black Hound Security Services (P) Ltd. The period of contract with M/s. Black Hound Security Services came to an end and thereafter a fresh agreement was entered into between the establishment and respondent no.4 i.e. M/s. Mars Network Security Services, Vikas Nagar, Kanpur and the workman was sent to the establishment by the said contractor to work the applicant as contract labour. Accordingly it was submitted by the learned counsel for the respondent that the workman is a contract labour supplied through agency to the establishment as per the exigency of work. So there was no master or servant relationship between the establishment and the workman rather they are the workers of labour contractors, hence, it is well settled principal of law as has been laid down by the Hon'ble Apex Court in a catena of decisions that a contract labour can in no circumstances become the employee of the establishment, creating a direct relationship of master and servant with the establishment. The Contract Labour (Regulation and Abolition) Act 1970 neither contemplates creation of direct relationship of Master and servant between the Principal Employer and the Contract Labour nor can such a relationship be implied from the provisions of Act.

Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 on the basis of above said facts as stated in the written statement has argued that the workman is not an employee of the establishment rather he was supplied by the agency and thus the services were retrenched by the contractor who had supplied the workman. Accordingly it was also submitted that as the workman had been engaged as per exigency of work and was not working against regular and sanctioned post so he was not entitled for any relief and the present I.D. case filed under Section 2-A of the Act by the workman is liable to be dismissed keeping in view the law as laid down by the Hon'ble Apex Court in the case of Kilsokar Brothers Ltd. Versus Ramcharan & others reported in 2023 LLR 1.

Further in spite of notices issued to the respondent no.3 they did not file the written statement nor bring any material on record in support of their case. The opposite party no.4 filed their written statement. On behalf of applicant the rebuttal to the written statement was also filed and thereafter the parties had filed evidences and pleadings in support of their case.

Accordingly, Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 submitted that claim petition, filed by workman, lacks merit, liable to be dismissed.

Finding & Conclusion:

I have heard the Learned Counsel for the parties and gone through the records.

The workman was initially engaged as casual labour on 19.12.2004 and in the said capacity he worked and discharged his duties till 11.03.2010 when his services were terminated/retrenched. Now the first point which is to be considered is to the effect that if the workman had been engaged through contractor i.e. opposite parties no.3 & 4 and he had been working and discharging his duties with M/s Central Silver Plant, KVIC, Rae-bareli then in that circumstances whether the respondent no.1 falls within the ambit and scope of definition of 'Principal Employer' or not?

In the case of ***Kirloskar Brothers Limited Versus Ram charan & others reported in 2023 LLR 1*** the Hon'ble Supreme Court held as under:-

> "*3.2 It is submitted that neither Section 10 of the CLRA Act, nor any other provision in the Act, whether expressly or by necessary implication, provides for absorption of contract labour in the absence of a notification by an appropriate Government, namely, in the present case, the State Government, under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. It is submitted that in the present case, admittedly, no notification under Section 10 of the CLRA Act has been issued. It is submitted that therefore, in the absence of a notification under Section 10 of the CLRA Act, which can only be passed by the appropriate Government, the Industrial*

Court could have given relief to the workmen only if they had claimed and proved by leading cogent evidence that the contract with the contractor was a sham. It is further submitted that in the present case, there was no such allegation or pleading or finding arrived at by any Court that the contract between the parties was a sham and not genuine. Heavy reliance is placed upon the decisions of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors., (2001) 7 SCC 1 (paras 65, 108, 109, 120 and 125) and International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (2009) 13 SCC 374 (paras 36, 37 to 40, 53.13, 56).

4.1 On going through the entire material on record, no documentary evidence was produced, by which it can be said that the contesting respondents were the employees of the appellant. There is no provision under Section 10 of the CLRA Act that the workers/employees employed by the contractor automatically become the employees of the appellant and/or the employees of the contractor shall be entitled for automatic absorption and/or they become the employees of the principal employer. It is to be noted that even the direct control and supervision of the contesting respondents was always with the contractor. There is no evidence on record that any of the respondents were given any benefits, uniform or punching cards by the appellant.

4.2 Under the contract and even under the provisions of the CLRA, a duty was cast upon the appellant to pay all statutory dues, including salary of the workmen, payment of PF contribution, and in case of non- payment of the same by the contractor, after making such payment, the same can be deducted from the contractor's bill. Therefore, merely because sometimes the payment of salary was made and/or PF contribution was paid by the appellant, which was due to non-payment of the same by the contractor, the contesting respondents shall not automatically become the employees of the principal employer – appellant herein.

4.3 Even otherwise, as observed hereinabove, in the absence of a notification under Section 10 of the CLRA Act unless there are allegations or findings with regard to a contract being sham, private respondents herein, who are as such the workmen/employee of the contractor, cannot be held to be employees of the appellant and not of the contractor. At this stage, the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra) is required to be referred to. Following two questions fell for consideration before this Court:-

> *A. whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification, is implied in Section 10 of the CLRA Act; and*
>
> *B. whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour, emerges.*

4.4 After considering various decisions of this Court on the point, in paragraph 125, it was concluded as under:-

> *"125. The upshot of the above discussion is outlined thus:*
>
> *(1)(a) Before 28-1-1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression "appropriate Government" as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government;*
>
> *(b) After the said date in view of the new definition of that expression, the answer to the question referred to above, has to be found in clause (a) of Section 2 of the Industrial Disputes Act; if (i) the Central Government company/undertaking concerned or any undertaking concerned is included therein eo nomine, or (ii) any industry is carried on (a) by or under the authority of the Central Government, or (b) by a railway company; or (c) by a specified controlled industry, then the Central Government will be the appropriate Government; otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.*
>
> *(2)(a) A notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour in any process, operation or other work in any establishment has to be issued by the appropriate Government:*

(1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and

(2) having regard to

(i) conditions of work and benefits provided for the contract labour in the establishment in question, and

(ii) other relevant factors including those mentioned in sub-section (2) of Section 10;

(b) Inasmuch as the impugned notification issued by the Central Government on 9-12-1976 does not satisfy the aforesaid requirements of Section 10, it is quashed but we do so prospectively i.e. from the date of this judgment and subject to the clarification that on the basis of this judgment no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.

(3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment.Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

(4) We overrule the judgment of this Court in Air India case [(1997) 9 SCC 377] prospectively and declare that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of contract labour following the judgment in Air India case [(1997) 9 SCC 377] shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final.

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

4.5 Thus, as observed and held by this Court, neither Section 10 of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under Section 10(1) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder.

4.6 In the present case, neither any notification under Section 10(1) of the CLRA Act has been issued prohibiting the contract labour, nor there are allegations and/or even findings that the contract is sham and bogus and/or camouflage.

4.7 In the case of International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (supra), after considering the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra), it has been observed and held by this Court that where there is no abolition of contract labour under Section 10 of the CLRA Act, but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal, the remedy is purely under the ID Act. It is further observed that the industrial adjudicator can grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employee and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short, who has direct control over the employee. It is further observed that where there is no notification under Section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract was a sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It has further been observed in paragraphs 38 and 39 as under :-

> *"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.*
>
> *39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor*."

Reverting to the facts of the present case and from the material exchanged by the parties and documents available on record, the position which emerges out that on behalf of workman a document namely I.D. Card was filed which was issued by Employee State Insurance Corporation in which the name of the workman employer code and address of the employer was mentioned. In the written statement the said document was not categorically denied by the respondent no.1. Further on behalf of the workman as per Rule 78(1)(a)(2) of Minimum Wages Act, extract of register of wages was filed of one worker and from the perusal of said extract it establishes that the name and address has been as KVIC, Rae-bareli.

In rebuttal to the said document no material document on behalf of respondent no.1 was filed to establish its case that the respondent no.1 is an Employer. Workman in his evidence filed on affidavit (examination in chief) has stated that he was engaged in the establishment KVIC, Rae-bareli and services were retrenched on 11.03.2010 by the authority of respondent no.1. in his chief examination he has also submitted that his ESI/EPF had been deducted from the wages which is paid to him each and every month by the respondent no.1/authority of the respondent no.1 i.e. Factory Incharge Sri Balwant Singh.

Thus keeping in view the said facts and law as laid down by the Hon'ble Apex Court in the case of Kisloskar Brothers Limited Versus Ramcharan & others in the absence of any notification under Section 10 of Contract Labour (Regulation & Abolition) Act 1970 on the basis of material documents and facts which are stated hereinabove it clearly established that the respondent no.1 M/s. Central Silver Plant, KVIC, Rae-bareli was the principal employer of workman/applicant.

Thus, the next point to be considered is whether the services of workman has been terminated in violation of provisions of section 25 F of the act or not? Once he had worked for more than 240 days continuously in last 12 months preceding the date of alleged termination.

In order to decide the same it will be appropriate to have a glance to the provisions of section 25 F of the Act, which reads as under:

"**25F. Conditions precedent to retrenchment of workmen**.--

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until--

(a) the workman has been given one months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

A perusal of Section 25-F of the Act reveals that in order to claim the benefit of Section 25-F, the workman needs to prove that she has been in continuous service for not less than one year from the date of his retrenchment. Section 25B of the Act stipulates that a person who has worked for a period of 240 days in the preceding year is deemed to be in continuous service for a period of one year. The relevant extract from Section 25B is produced below for reference:

"**25B. Definition of continuous service**.

For the purposes of this Chapter:

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(3) or a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;"

Taking into consideration the above said facts, next point to be considered that whether the worker has worked for more than 240 days in last preceding twelve months from the date of alleged termination. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgment of ***R.M. Yellatti v. Asstt. Executive Engineer*, *(2006) 1 SCC 106***; the relevant paragraph is extracted below:

"*17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case*."

These principles were reiterated by the Hon'ble Supreme Court in ***Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi*, *(2009) 11 SCC 522***, and the law on this subject was traced as under in paragraphs 8 to 10 which are reproduced as under:-

"8. ***In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan [(2004) 8 SCC 161]*** *the position was again reiterated in para 6 as follows : (SCC p.163)*

'6. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in ***Range Forest Officer v.S.T. Hadimani [(2002) 3 SCC 25]****. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.'*

9. **In Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195]** *it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment.*

In ***M.P. Electricity Board v. Hariram [(2004) 8 SCC 246]*** *the position was again reiterated in para 11 as follows : (SCC p. 250)*

'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in ***Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195]*** *wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents. This is what this Court had to say in that regard: (SCC p. 198, para 15)*

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."'

In ***RBI v. S. Mani [(2005) 5 SCC 100]*** a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous.

In light of the law laid down by the Hon'ble Supreme Court, now the quesiton to be examined is whether the workman/applicant discharged his burden of proving that he was in continuous employment for at least 240 days in the year preceding his date of retrenchment or not?

In this regard on behalf of workman an application was moved for summoning the documents i.e. daily attendance sheets, Utpadan Log Sheet till the date of retrenchment of his services to which the objections were filed. This Tribunal after taking into consideration disposed of the application by an order dated 3.9.2013, the relevant portion of which reads as under:-

"*Hon'ble Gujrat High Court in Director, Fisheries Terminal Division Vs. Bhakubhai Meghajibhai Chavda 2010 AIR SCW 542; has observed that for proving 240 days' continuous working, the workman would have difficulty in having access to all official documents, muster rolls etc.in connection with his service, therefore, the burden of proof shifts to the employer to prove that he did not complete 240 days of service in requisite period to constitute continuous service.*

Hence, in view of the law laid down by the Hon'ble Gujrat High Court, the management of the Central Silver Plang, KVIC cannot escape from its legitimate responsibility as admittedly the workman worked under the control of the OP No.1 & 2. The issue that who was the supplier of man force is secondary. The workman has submitted that to substantiate his pleadings it is necessary to summon documents for the period December 2007 till his termination, and accordingly he has summoned relevant documents which in possession of the management to prove his working with the opposite party.

Accordingly the management of the Central Silver Plant, KVIC is directed to file the documents detailed in para 1(i) & (ii) of the application W-10 Application for summoning the documents is disposed of accordingly."

In response to the same the respondents no.1 & 2 filed a document titled as 'kendriya pooni sanyantra, khadi aur gramodyog ayog, audyogik khestra, Amawa Road, Rae-bareli'. From the perusal of said documents it clearly established that workman worked and discharged his duties as causal employee for more than 240 days prior to retrenchment of his services in the last preceding calendar year. Workman in Para-2 of the claim statement has categorically stated as under:-

> "*That it is much relevant to mention here that the workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the machines of the principal employer i.e. Central Silver Plant, KVIC, Rae-bareli*."

In response to the same on behalf of respondents no.1 & 2 in their written statement it has been stated as under:-

> "*That the contents of paras-1 to 4 of the claim statement are absolutely false and concocted hence denied. In reply it is stated that the applicant was never employed with Central Silver Plant, KVIC, Rae-bareli, but was in fact a contract labour deployed by a contractor to the Central Silver Plant, KVIC, Rae-bareli M/s. Black Hound Security Services (P) Ltd. 261, Sadar Bazar Jhansi, U.P. that too as per exigencies of work*."

Keeping in view the said facts, material evidence and documents available on record the best evidence is with the respondents to prove and establish as per Section 106 of Indian Evidence Act 1872 that workman has not worked and discharged his duties for 240 days prior to his retrenchment. However, the respondents no.1 & 2 failed to discharge their burden that assertion as made by the workman on the point in issue is totally incorrect and wrong.

In addition to the said facts in his evidence on affidavit (examination in chief) the respondents no.1 & 2 categorically stated that he has worked 240 days in the preceding calendar year from the date of his termination/retrenchment. In the cross examination he has also categorically stated in this regard. Moreover on behalf of respondents no.1 & 2 in support of their case an affidavit of one Sri Avdhesh Kumar Dixit who is working on the post of 'Audyogik Sharmik Sherni-2' was filed (examination in chief) and in the said affidavit only in it has been stated the workman is an employee of the contractor as per agreement entered into between the establishment and the contractor and his services were disengaged by the contractor. Even in the cross examination he has not disputed the said facts.

Thus in view of the said facts and evidence it clearly establishes that the applicant/workman has worked and discharged his duties for more than 240 days in the preceding twelve months prior to the date of termination/retrenchment of his services.

Accordingly, question which is to be considered that what relief the workman/applicant is entitled?

Answer to the said question finds place in the judgment of the Hon'ble Madhya Pradesh High Court in its judgment and order dated 4.4.2024 passed in the case of ***Chief Medical & Health Officer Versus Umrao Singh reported in 2024 (182) FLR 882*** has held as under:-

> "4. *Considered the submissions made by counsel for parties.*
>
> *5. The Supreme Court in the case of Bharat Sanchar Nigam Limited Vs. Bhurumal, reported in (2014) 7 SCC 177 has held as under:-*
>
> > *"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*
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> *6. The Supreme Court in the case of Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.*
>
> *7. The Supreme Court in the case of Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another, reported in (2014) 7 SCC 190 has held as under:-*
>
> > *"19. The following passages from the said judgment would reflect the earlier decisions of this Court on the question of reinstatement:(BSNL case, SCC pp. 187-88, paras 29-30)*
> >
> > *"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In BSNL v. Man Singh, this Court has held that when the termination is set aside because of violation of Section 25-F of the Industrial Disputes Act, it is not*

necessary that relief of reinstatement be also given as a matter of right. In Incharge Officer v. Shankar Shetty, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.

30. In this judgment of Shankar Shetty, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)

> *'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of Section 25-F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.*
>
> *3. In Jagbir Singh v. Haryana State Agriculture Mktg. Board, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, Uttaranchal Forest Development Corpn. v. M.C. Joshi, State of M.P. v. Lalit Kumar Verma, M.P. Admn. v. Tribhuban, Sita Ram v. Moti Lal Nehru Farmers Training Institute, Jaipur Development Authority v.Ramsahai, GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula and stated as follows: (Jagbir Singh case, SCC pp. 330 & 335, paras 7 & 14)*
>
> *"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure.Compensation instead of reinstatement has been held to meet the ends of justice.*

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily-wager who does not hold a post and a permanent employee."

21. We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had it been a case where the issue is limited only to the validity of termination, Appellant 1 would not be entitled to reinstatement....."

8. The Supreme Court in the case of O.P.Bhandari Vs. Indian Tourism Development Corporation Limited and others reported in (1986) 4 SCC 337 has held as under :-

> *"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer- employee relations in public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar" employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective -- a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community,*
>
> *(2) social justice for workers, consumers and the people, and*
>
> *(3) reasonable return on the public funds invested in the undertaking.*

7. It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."

9. The Supreme Court in the case of Ghaziabad Development Authority Vs. Ashok Kumar, reported in (2008) 4 SCC 261 has held that statutory authorities are obligated to make recruitments only upon compliance of Articles 14 and 16 of the Constitution of India. Any appointment in violation of the said constitutional scheme as also the statutory recruitment rules, if any, would be void and, under these circumstances, it was held at Workman is entitled for compensation in lieu of reinstatement.

10. The Supreme Court in the case of Mahboob Deepak Vs. Nagar Panchayat, reported in (2008) 1 SCC 575, has held that merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized. At the most, interest of justice will be subserved if payment of sum of Rs.50,000/- by way of damages is made to the Workman.

11. Similar law has been laid down by the Supreme Court in the case of Uttar Pradesh State Electricity Board Vs. Laxmi Kant Gupta, reported in 2009(16) SCC 562, Senior Superintendent Telegraph Vs. Santosh Kumar Seal, reported in 2010(6) SCC 773, Assistant Engineer Rajasthan Development Vs. Gitam Singh, reported in 2013(5) SCC 136."

Accordingly in view of the facts of the present case as well as law referred hereinabove it is clear that retrenchment/termination of service of workman is in contravention to the provisions of Section 25-F of the Industrial Disputes Act. Thus he is entitled for compensation and not for reinstatement. Further in the present case the workman Rakesh Kumar was engaged as casual employee on 19.12.2004 and his services were terminated/retrenched on 11.03.2010. So, taking into consideration the facts of the case the workman is not entitled for reinstatement in services rather it will be appropriate to award a compensation of sum of Rs. 3 Lakhs (Rupees Three Lakhs only) to the workman/applicant against the respondents.

AWARD

For the foregoing reasons the workman/applicant is only entitled for compensation of sum of Rs. 3 Lakhs (Rupees Three Lakhs only) and the same should have be paid to the applicant within a period of three months by the respondents from the date of publication of the award.

And workman is not entitled for reinstatement in services.

Justice ANIL KUMAR, Presiding Officer

LUCKNOW.

06th March, 2025

Let two copies of this award be sent to the Ministry for publication.

नई दिल्ली, 12 जून, 2025

का.आ. 1046.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स सेंट्रल सिल्वर प्लांट; मेसर्स ब्लैक हाउंड सिक्योरिटी सर्विसेज प्राइवेट लिमिटेड; मेसर्स मार्स नेटवर्क सिक्योरिटी सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री दलवीर सिंह** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-19/2011)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था ।

[सं. जेड-16025/04/2025-आईआर(एम)-80]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1046.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 19/2011)** of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Silver Plant; M/s Black Hound Security Services Pvt. Ltd.; M/s Mars Network Security Services** and **Shri Dalveer Singh** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No Z-16025/04/2025-IR(M)-80]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-cum-Labour Court, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 19 of 2011

Dalveer Singh S/o Late Balvant Singh

R/o Village - Kundi, PO-Dhurma

Distt. Chamoli (Uttrakhand) .....Applicant/Workman

Versus

1. M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli,
   Through its Project Manager;
2. Project Manager
   M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli;
3. M/s. Black Hound Security Services (P) Ltd.
   261, Sadar Bazar District Jhansi
   through its Managing Director;
4. M/s. Mars Network Security Services,
   Head Office at 435, Lakhanpur, Vikas Nagar,
   District Kanpur through its Manager ....Employers/Opp.Parties

Judgment

Heard Sri R.K. Verma learned counsel for the workman and Sri Adarsh Jagdhari, learned counsel for the respondent no. 1 & 2.

Case of the workman:

Sri R.K. Verma learned counsel for the workman on the basis of pleading in the application u/s 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) submits and under:

> "1. The workman was initially engaged on 14.03.2002 by the employer ie. Project Manager, M/S. Central Sliver Plant, Khadi Village & Industries Commission, Amawan Road, Raibareli and since then the workman had been continuously working till his oral termination on 03.03.2010 in the department of carding, Daffer and blowroom.

2. The workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the Machines of the principal employer ie. Central Sliver Plant, KVIC, Raibareli.

3. That the monthly salary was being paid to the tune of Rs. 2900/- after deduction of contribution of provident Fund as well as E.S.I..

4. The work, conduct, performance and behaviour of the workman has always been found as excellent and no complaint, show cause notice or any such charge sheet has been served to the workman during his whole service period by the employers.

5. The services of the workman has wrongly been terminated/retrenched orally on 03.03.2010without any thyme and reason and prior To termination/retrenchment neither any notice nor notice pay in lieu thereof has making such been given to the workman by the aforesaid employers, as such the employers have contravened and violated Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as L.D. Act).

6. The work for which the workman was engaged is perennial in nature and is still available and in place of the workman some new workmen have been newly engaged through the contractor.

7. About 21 workmen were engaged as on daily wager basis and all workmen have completed about 10 to 6 years continuous service were become eligible for regularization but in lieu of making regularization, their services have been terminated/retrenched orally from the month of February 2010 to March 2010 without following due process of law violating certain provisions under Section 25-F of the 1.D.Act, 1947, which is mandatory.

8. The workmen are working under the supervision and control of the aforesaid employer on the various machines of the establishment for the work of Comber fitter, Simplex, Carding, Blowroom, Daffer etc. which relates the perennial in nature of work.

9. The concerned workmen are being shown the employee of the Contractor by the principal employer and the detail of the said contractor had never been furnished and the said contractor was not having such license under certain provisions of the Contract Labour (Regulation & Abolition) Act, 1970 to supply the labour.

10. For proving the case of the workmen to the effect that the workmen are working under the supervision and control of the project Manager, the relevant paper namely known as DAILY ATTENDANCE SHEET as well as the UTPADAN LOG SHEET are liable to be summoned from the principal employer for last several years.

11. The concerned workmen moved an I.R.C.P. CASE No. 02/2010 before the Deputy Labour Commissioner/Conciliation Officer making request to reconcile/adjudicate the matter in respect of the grievance, which belongs to unfair labour practice , the prayer of the workmen was following herein as under :-

(i) The services of the workmen be regularized.

(ii) The services of the workmen may not be terminated during pendency of the conciliation proceedings.

(iii) The Minimum wages till regularization shall be paid.

(iv) The benefits at par with the regular employees shall be given to the workmen like Bonus, Leave encashment, Holidays, Medical Leave and other facilities which are being provided to the regular employees of the establishment."

Accordingly, Sri R.K. Verma learned counsel for the workman submits that as the conciliation proceedings have failed so applicant has filed the present industrial dispute u/s 2A of the Act.

In view of the said factual background on the basis of pleadings, taken by applicant in his claim petition, challenged the oral order of termination/retrenchment of workman dated 03.03.2010 on the following grounds:

"(i) Because the services of the workman has been terminated/retrenched in contravention of section 25-F of the LD.Act, 1947.

(ii) Because the workman has completed more than 240 days in each and every calendar year since his initial date of engagement December 2004.

(iii) Because the alleged contractors i.e. opposite party No. 3 and 4 are not having license under certain provisions of the Contractor Labour (Regulation & Abolition) Act, 1970.

(iv) Because the work, conduct, performance and behaviour of the workman has always been found excellent by his superiors and no complaint, no show cause notice or charge sheet has been served to the workman in his whole service period.

(v) Because the new persons have been engaged in place of the workman, as such, such act of the employer is violative to Section 25-G and Section 25-H of the I.D.Act, 1947.

(vi) Because the entire act of the employers amounts to unfair Labour practice under L.D.Act, 1947.

(vii) Because the workman is entitled to get reinstatement with continuity of service along with all the resultant and consequential benefits.

(viii) Because the workman is entitled for regularization for want of his length of continuous service."

Accordingly, applicant has made following prayer:

"(a) to set aside the oral termination of the workman w.e.f. 03.03.2010 directing the principal employer to reinstate the workman in his service with continuity of service with full back wages along with all the resultant and consequential benefits for the same and

(b) to regularize the services of the workman and be paid salary at par with the similarly situated regular employees."

Accordingly, it is submitted by Sri R.K. Verma, learned counsel for workman that oral order of termination be set aside and workman be reinstated in service with continuity of service and full back wages.

Submissions on behalf of Central Silver Plant, KVIC, Rae-bareli:

Sri Adarsh Jagdhari learned counsel on behalf of opposite party no.1 submits as under:-

The Central Silver Plant, KVIC situated at Rae-bareli is governed and controlled by the Government of India and as such, it has its own settled principles of rules of recruitment. The applicant was never appointed by Central Silver Plant, KVIC, Rae-bareli but in fact he was deployed to the Central Silver Plant, KVIC by a contractor namely M/s. Black Hound Security Services (P) Ltd., Jhansi which too as per the exigency of work after an agreement entered into with M/s. Black Hound Security Services (P) Ltd. The period of contract with M/s. Black Hound Security Services came to an end and thereafter a fresh agreement was entered into between the establishment and respondent no.4 i.e. M/s. Mars Network Security Services, Vikas Nagar, Kanpur and the workman was sent to the establishment by the said contractor to work the applicant as contract labour. Accordingly it was submitted by the learned counsel for the respondent that the workman is a contract labour supplied through agency to the establishment as per the exigency of work. So there was no master or servant relationship between the establishment and the workman rather they are the workers of labour contractors, hence, it is well settled principal of law as has been laid down by the Hon'ble Apex Court in a catena of decisions that a contract labour can in no circumstances become the employee of the establishment, creating a direct relationship of master and servant with the establishment. The Contract Labour (Regulation and Abolition) Act 1970 neither contemplates creation of direct relationship of Master and servant between the Principal Employer and the Contract Labour nor can such a relationship be implied from the provisions of Act.

Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 on the basis of above said facts as stated in the written statement has argued that the workman is not an employee of the establishment rather he was supplied by the agency and thus the services were retrenched by the contractor who had supplied the workman. Accordingly it was also submitted that as the workman had been engaged as per exigency of work and was not working against regular and sanctioned post so he was not entitled for any relief and the present I.D. case filed under Section 2-A of the Act by the workman is liable to be dismissed keeping in view the law as laid down by the Hon'ble Apex Court in the case of Kilsokar Brothers Ltd. Versus Ramcharan & others reported in 2023 LLR 1.

Further in spite of notices issued to the respondent no.3 they did not file the written statement nor bring any material on record in support of their case. The opposite party no.4 filed their written statement. On behalf of applicant the rebuttal to the written statement was also filed and thereafter the parties had filed evidences and pleadings in support of their case.

Accordingly, Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 submitted that claim petition, filed by workman, lacks merit, liable to be dismissed.

Finding & Conclusion:

I have heard the Learned Counsel for the parties and gone through the records.

The workman was initially engaged as casual labour on 14.03.2002 and in the said capacity he worked and discharged his duties till 03.03.2010 when his services were terminated/retrenched. Now the first point which is to be considered is to the effect that if the workman had been engaged through contractor i.e. opposite parties no.3 & 4 and he had

been working and discharging his duties with M/s Central Silver Plant, KVIC, Rae-bareli then in that circumstances whether the respondent no.1 falls within the ambit and scope of definition of 'Principal Employer' or not?

In the case of ***Kirloskar Brothers Limited Versus Ram charan & others reported in 2023 LLR 1*** the Hon'ble Supreme Court held as under:-

> "*3.2 It is submitted that neither Section 10 of the CLRA Act, nor any other provision in the Act, whether expressly or by necessary implication, provides for absorption of contract labour in the absence of a notification by an appropriate Government, namely, in the present case, the State Government, under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. It is submitted that in the present case, admittedly, no notification under Section 10 of the CLRA Act has been issued. It is submitted that therefore, in the absence of a notification under Section 10 of the CLRA Act, which can only be passed by the appropriate Government, the Industrial Court could have given relief to the workmen only if they had claimed and proved by leading cogent evidence that the contract with the contractor was a sham. It is further submitted that in the present case, there was no such allegation or pleading or finding arrived at by any Court that the contract between the parties was a sham and not genuine. Heavy reliance is placed upon the decisions of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors., (2001) 7 SCC 1 (paras 65, 108, 109, 120 and 125) and International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (2009) 13 SCC 374 (paras 36, 37 to 40, 53.13, 56).*
>
> *4.1 On going through the entire material on record, no documentary evidence was produced, by which it can be said that the contesting respondents were the employees of the appellant. There is no provision under Section 10 of the CLRA Act that the workers/employees employed by the contractor automatically become the employees of the appellant and/or the employees of the contractor shall be entitled for automatic absorption and/or they become the employees of the principal employer. It is to be noted that even the direct control and supervision of the contesting respondents was always with the contractor. There is no evidence on record that any of the respondents were given any benefits, uniform or punching cards by the appellant.*
>
> *4.2 Under the contract and even under the provisions of the CLRA, a duty was cast upon the appellant to pay all statutory dues, including salary of the workmen, payment of PF contribution, and in case of non- payment of the same by the contractor, after making such payment, the same can be deducted from the contractor's bill. Therefore, merely because sometimes the payment of salary was made and/or PF contribution was paid by the appellant, which was due to non-payment of the same by the contractor, the contesting respondents shall not automatically become the employees of the principal employer – appellant herein.*
>
> *4.3 Even otherwise, as observed hereinabove, in the absence of a notification under Section 10 of the CLRA Act unless there are allegations or findings with regard to a contract being sham, private respondents herein, who are as such the workmen/employee of the contractor, cannot be held to be employees of the appellant and not of the contractor. At this stage, the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra) is required to be referred to. Following two questions fell for consideration before this Court:-*
>
> > *A. whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification, is implied in Section 10 of the CLRA Act; and*
> >
> > *B. whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour, emerges.*
>
> *4.4 After considering various decisions of this Court on the point, in paragraph 125, it was concluded as under:-*
>
> > *"125. The upshot of the above discussion is outlined thus:*
> >
> > *(1)(a) Before 28-1-1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression "appropriate Government" as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government;*

(b) After the said date in view of the new definition of that expression, the answer to the question referred to above, has to be found in clause (a) of Section 2 of the Industrial Disputes Act; if (i) the Central Government company/undertaking concerned or any undertaking concerned is included therein eo nomine, or (ii) any industry is carried on (a) by or under the authority of the Central Government, or (b) by a railway company; or (c) by a specified controlled industry, then the Central Government will be the appropriate Government; otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.

(2)(a) A notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour in any process, operation or other work in any establishment has to be issued by the appropriate Government:

(1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and

(2) having regard to

(i) conditions of work and benefits provided for the contract labour in the establishment in question, and

(ii) other relevant factors including those mentioned in sub-section (2) of Section 10;

(b) Inasmuch as the impugned notification issued by the Central Government on 9-12-1976 does not satisfy the aforesaid requirements of Section 10, it is quashed but we do so prospectively i.e. from the date of this judgment and subject to the clarification that on the basis of this judgment no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.

(3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment.Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

(4) We overrule the judgment of this Court in Air India case [(1997) 9 SCC 377] prospectively and declare that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of contract labour following the judgment in Air India case [(1997) 9 SCC 377] shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final.

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

4.5 Thus, as observed and held by this Court, neither Section 10 of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under Section 10(1) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder.

4.6 In the present case, neither any notification under Section 10(1) of the CLRA Act has been issued prohibiting the contract labour, nor there are allegations and/or even findings that the contract is sham and bogus and/or camouflage.

4.7 In the case of International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (supra), after considering the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra), it has been observed and held by this Court that where there is no abolition of contract labour under Section 10 of the CLRA Act, but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal, the remedy is purely under the ID Act. It is further observed that the industrial adjudicator can grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employee and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short, who has direct control over the employee. It is further observed that where there is no notification under Section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract was a sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It has further been observed in paragraphs 38 and 39 as under :-

> *"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.*
>
> *39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor*."

Reverting to the facts of the present case and from the material exchanged by the parties and documents available on record, the position which emerges out that on behalf of workman a document namely I.D. Card was filed which was issued by Employee State Insurance Corporation in which the name of the workman employer code and address of the employer was mentioned. In the written statement the said document was not categorically denied by the respondent no.1. Further on behalf of the workman as per Rule 78(1)(a)(2) of Minimum Wages Act, extract of register of wages was filed of one worker and from the perusal of said extract it establishes that the name and address has been as KVIC, Rae-bareli.

In rebuttal to the said document no material document on behalf of respondent no.1 was filed to establish its case that the respondent no.1 is an Employer. Workman in his evidence filed on affidavit (examination in chief) has stated that he was engaged in the establishment KVIC, Rae-bareli and services were retrenched on 03.03.2010 by the authority of respondent no.1. in his chief examination he has also submitted that his ESI/EPF had been deducted from the wages which is paid to him each and every month by the respondent no.1/authority of the respondent no.1 i.e. Factory Incharge Sri Balwant Singh.

Thus keeping in view the said facts and law as laid down by the Hon'ble Apex Court in the case of Kisloskar Brothers Limited Versus Ramcharan & others in the absence of any notification under Section 10 of Contract Labour (Regulation & Abolition) Act 1970 on the basis of material documents and facts which are stated hereinabove it clearly established that the respondent no.1 M/s. Central Silver Plant, KVIC, Rae-bareli was the principal employer of workman/applicant.

Thus, the next point to be considered is whether the services of workman has been terminated in violation of provisions of section 25 F of the act or not? Once he had worked for more than 240 days continuously in last 12 months preceding the date of alleged termination.

In order to decide the same it will be appropriate to have a glance to the provisions of section 25 F of the Act, which reads as under:

> "**25F. Conditions precedent to retrenchment of workmen**.--
>
> *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until--*
>
> *(a) the workman has been given one months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
>
> *(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
>
> *(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette*."

A perusal of Section 25-F of the Act reveals that in order to claim the benefit of Section 25-F, the workman needs to prove that she has been in continuous service for not less than one year from the date of his retrenchment. Section 25B of the Act stipulates that a person who has worked for a period of 240 days in the preceding year is deemed to be in continuous service for a period of one year. The relevant extract from Section 25B is produced below for reference:

> "**25B. Definition of continuous service**.
>
> *For the purposes of this Chapter:*
>
> *(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the workman;*
>
> *(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--*
>
> *(3) or a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--*
>
> *(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and*
>
> *(ii) two hundred and forty days, in any other case*;"

Taking into consideration the above said facts, next point to be considered that whether the worker has worked for more than 240 days in last preceding twelve months from the date of alleged termination. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgment of ***R.M. Yellatti v. Asstt. Executive Engineer, (2006) 1 SCC 106***; the relevant paragraph is extracted below:

> "*17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-*

serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case."

These principles were reiterated by the Hon'ble Supreme Court in ***Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi, (2009) 11 SCC 522***, and the law on this subject was traced as under in paragraphs 8 to 10 which are reproduced as under:-

"8. ***In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan [(2004) 8 SCC 161****] the position was again reiterated in para 6 as follows : (SCC p.163)*

'6. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in ***Range Forest Officer v.S.T. Hadimani [(2002) 3 SCC 25****]. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.'*

9. **In Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195***] it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment.*

In ***M.P. Electricity Board v. Hariram [(2004) 8 SCC 246]*** *the position was again reiterated in para 11 as follows : (SCC p. 250)*

'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in ***Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195****] wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents. This is what this Court had to say in that regard: (SCC p. 198, para 15)*

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."'

In ***RBI v. S. Mani [(2005) 5 SCC 100]*** a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous.

In light of the law laid down by the Hon'ble Supreme Court, now the quesiton to be examined is whether the workman/applicant discharged his burden of proving that he was in continuous employment for at least 240 days in the year preceding his date of retrenchment or not?

In this regard on behalf of workman an application was moved for summoning the documents i.e. daily attendance sheets, Utpadan Log Sheet till the date of retrenchment of his services to which the objections were filed. This Tribunal after taking into consideration disposed of the application by an order dated 3.9.2013, the relevant portion of which reads as under:-

"*Hon'ble Gujrat High Court in Director, Fisheries Terminal Division Vs. Bhakubhai Meghajibhai Chavda 2010 AIR SCW 542; has observed that for proving 240 days' continuous working, the workman would have difficulty in having access to all official documents, muster rolls etc.in connection with his service, therefore, the burden of proof shifts to the employer to prove that he did not complete 240 days of service in requisite period to constitute continuous service.*

Hence, in view of the law laid down by the Hon'ble Gujrat High Court, the management of the Central Silver Plang, KVIC cannot escape from its legitimate responsibility as admittedly the workman worked under the control of the OP No.1 & 2. The issue that who was the supplier of man force is secondary. The workman has submitted that to substantiate his pleadings it is necessary to summon documents for the period December 2007 till his termination, and accordingly he has summoned relevant documents which in possession of the management to prove his working with the opposite party.

Accordingly the management of the Central Silver Plant, KVIC is directed to file the documents detailed in para 1(i) & (ii) of the application W-10 Application for summoning the documents is disposed of accordingly."

In response to the same the respondents no.1 & 2 filed a document titled as 'kendriya pooni sanyantra, khadi aur gramodyog ayog, audyogik khestra, Amawa Road, Rae-bareli'. From the perusal of said documents it clearly established that workman worked and discharged his duties as causal employee for more than 240 days prior to retrenchment of his services in the last preceding calendar year. Workman in Para-2 of the claim statement has categorically stated as under:-

"*That it is much relevant to mention here that the workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the machines of the principal employer i.e. Central Silver Plant, KVIC, Rae-bareli*."

In response to the same on behalf of respondents no.1 & 2 in their written statement it has been stated as under:-

"*That the contents of paras-1 to 4 of the claim statement are absolutely false and concocted hence denied. In reply it is stated that the applicant was never employed with Central Silver Plant, KVIC, Rae-bareli, but was in fact a contract labour deployed by a contractor to the Central Silver Plant, KVIC, Rae-bareli M/s. Black Hound Security Services (P) Ltd. 261, Sadar Bazar Jhansi, U.P. that too as per exigencies of work*."

Keeping in view the said facts, material evidence and documents available on record the best evidence is with the respondents to prove and establish as per Section 106 of Indian Evidence Act 1872 that workman has not worked and discharged his duties for 240 days prior to his retrenchment. However, the respondents no.1 & 2 failed to discharge their burden that assertion as made by the workman on the point in issue is totally incorrect and wrong.

In addition to the said facts in his evidence on affidavit (examination in chief) the respondents no.1 & 2 categorically stated that he has worked 240 days in the preceding calendar year from the date of his termination/retrenchment. In the cross examination he has also categorically stated in this regard. Moreover on behalf of respondents no.1 & 2 in support of their case an affidavit of one Sri Avdhesh Kumar Dixit who is working on the post of 'Audyogik Sharmik Sherni-2' was filed (examination in chief) and in the said affidavit only in it has been stated the workman is an employee of the contractor as per agreement entered into between the establishment and the contractor and his services were disengaged by the contractor. Even in the cross examination he has not disputed the said facts.

Thus in view of the said facts and evidence it clearly establishes that the applicant/workman has worked and discharged his duties for more than 240 days in the preceding twelve months prior to the date of termination/retrenchment of his services.

Accordingly, question which is to be considered that what relief the workman/applicant is entitled?

Answer to the said question finds place in the judgment of the Hon'ble Madhya Pradesh High Court in its judgment and order dated 4.4.2024 passed in the case of ***Chief Medical & Health Officer Versus Umrao Singh reported in 2024 (182) FLR 882*** has held as under:-

"4. *Considered the submissions made by counsel for parties.*

5. The Supreme Court in the case of Bharat Sanchar Nigam Limited Vs. Bhurumal, reported in (2014) 7 SCC 177 has held as under:-

> *"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*

6. The Supreme Court in the case of Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.

7. The Supreme Court in the case of Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another, reported in (2014) 7 SCC 190 has held as under:-

> *"19. The following passages from the said judgment would reflect the earlier decisions of this Court on the question of reinstatement:(BSNL case, SCC pp. 187-88, paras 29-30)*
>
> *"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In BSNL v. Man Singh, this Court has held that when the termination is set aside because of violation of Section 25-F of the Industrial Disputes Act, it is not necessary that relief of reinstatement be also given as a matter of right. In Incharge Officer v. Shankar Shetty, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.*
>
> *30. In this judgment of Shankar Shetty, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)*
>
> > *'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of Section 25-F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.*
> >
> > *3. In Jagbir Singh v. Haryana State Agriculture Mktg. Board, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, Uttaranchal Forest Development Corpn. v. M.C. Joshi, State of M.P. v. Lalit Kumar Verma, M.P. Admn. v. Tribhuban, Sita Ram v. Moti Lal Nehru Farmers Training Institute, Jaipur Development Authority v.Ramsahai, GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula and stated as follows: (Jagbir Singh case, SCC pp. 330 & 335, paras 7 & 14)*
> >
> > *"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure.Compensation instead of reinstatement has been held to meet the ends of justice.*
>
> *14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily-wager who does not hold a post and a permanent employee."*
>
> *21. We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had it been a case where the issue is limited only to the validity of termination, Appellant 1 would not be entitled to reinstatement....."*

8. The Supreme Court in the case of O.P.Bhandari Vs. Indian Tourism Development Corporation Limited and others reported in (1986) 4 SCC 337 has held as under :-

> *"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer- employee relations in public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar" employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective -- a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie*

with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community,

(2) social justice for workers, consumers and the people, and

(3) reasonable return on the public funds invested in the undertaking.

7. It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."

9. The Supreme Court in the case of Ghaziabad Development Authority Vs. Ashok Kumar, reported in (2008) 4 SCC 261 has held that statutory authorities are obligated to make recruitments only upon compliance of Articles 14 and 16 of the Constitution of India. Any appointment in violation of the said constitutional scheme as also the statutory recruitment rules, if any, would be void and, under these circumstances, it was held at Workman is entitled for compensation in lieu of reinstatement.

10. The Supreme Court in the case of Mahboob Deepak Vs. Nagar Panchayat, reported in (2008) 1 SCC 575, has held that merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized. At the most, interest of justice will be subserved if payment of sum of Rs.50,000/- by way of damages is made to the Workman.

11. Similar law has been laid down by the Supreme Court in the case of Uttar Pradesh State Electricity Board Vs. Laxmi Kant Gupta, reported in 2009(16) SCC 562, Senior Superintendent Telegraph Vs. Santosh Kumar Seal, reported in 2010(6) SCC 773, Assistant Engineer Rajasthan Development Vs. Gitam Singh, reported in 2013(5) SCC 136."

Accordingly in view of the facts of the present case as well as law referred hereinabove it is clear that retrenchment/termination of service of workman is in contravention to the provisions of Section 25-F of the Industrial Disputes Act. Thus he is entitled for compensation and not for reinstatement. Further in the present case the workman Dalveer Singh was engaged as casual employee on 14.03.2002 and his services were terminated/retrenched on 03.03.2010. So, taking into consideration the facts of the case the workman is not entitled for reinstatement in services rather it will be appropriate to award a compensation of sum of Rs. 3 Lakhs (Rupees Three Lakhs only) to the workman/applicant against the respondents.

AWARD

For the foregoing reasons the workman/applicant is only entitled for compensation of sum of Rs. 3 Lakhs (Rupees Three Lakhs only) and the same should have be paid to the applicant within a period of three months by the respondents from the date of publication of the award.

And workman is not entitled for reinstatement in services.

Justice ANIL KUMAR, Presiding Officer

LUCKNOW.

06th March, 2025

Let two copies of this award be sent to the Ministry for publication.

नई दिल्ली, 12 जून, 2025

का.आ. 1047.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स सेंट्रल सिल्वर प्लांट; मेसर्स ब्लैक हाउंड सिक्योरिटी सर्विसेज प्राइवेट लिमिटेड; मेसर्स मार्स नेटवर्क सिक्योरिटी सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री त्रिभुवन सिंह** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार**

औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-20/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-81]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1047.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 20/2011)** of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Silver Plant; M/s Black Hound Security Services Pvt. Ltd.; M/s Mars Network Security Services** and **Shri Tribhuvan Singh** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No Z-16025/04/2025-IR(M)-81]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-cum-Labour Court, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 20 of 2011

Tribhuvan Singh, S/o Late Ram Sagar Singh,

R/o Village Tikraval, P.O. Jitwa,

District Rae-bareli .....Applicant/Workman

Versus

1. M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli,
   Through its Project Manager;
2. Project Manager
   M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli;
3. M/s. Black Hound Security Services (P) Ltd.
   261, Sadar Bazar District Jhansi
   through its Managing Director;
4. M/s. Mars Network Security Services,
   Head Office at 435, Lakhanpur, Vikas Nagar,
   District Kanpur through its Manager ....Employers/Opp.Parties

Judgment

Heard Sri R.K. Verma learned counsel for the workman and Sri Adarsh Jagdhari, learned counsel for the respondent no. 1 & 2.

Case of the workman:

Sri R.K. Verma learned counsel for the workman on the basis of pleading in the application u/s 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) submits and under:

"1. The workman was initially engaged in the month of December, 2007 but the same has been shown on 02.01.2008 in E.S.I. card by the employer ie. Project Manager, M/S. Central Sliver Plant, Khadi Village & Industries Commission, Amawan Road, Raibareli and since then the workman had been continuously working till his oral termination on 16.03.2010 in the department of carding, Daffer and blowroom.

2. The workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the Machines of the principal employer ie. Central Sliver Plant, KVIC, Raibareli.

3. That the monthly salary was being paid to the tune of Rs. 2900/- after deduction of contribution of provident Fund as well as E.S.I..

4. The work, conduct, performance and behaviour of the workman has always been found as excellent and no complaint, show cause notice or any such charge sheet has been served to the workman during his whole service period by the employers.

5. The services of the workman has wrongly been terminated/retrenched orally on 16.03.2010 without any thyme and reason and prior To termination/retrenchment neither any notice nor notice pay in lieu thereof has making such been given to the workman by the aforesaid employers, as such the employers have contravened and violated Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as L.D. Act).

6. The work for which the workman was engaged is perennial in nature and is still available and in place of the workman some new workmen have been newly engaged through the contractor.

7. About 21 workmen were engaged as on daily wager basis and all workmen have completed about 10 to 6 years continuous service were become eligible for regularization but in lieu of making regularization, their services have been terminated/retrenched orally from the month of February 2010 to March 2010 without following due process of law violating certain provisions under Section 25-F of the 1.D.Act, 1947, which is mandatory.

8. The workmen are working under the supervision and control of the aforesaid employer on the various machines of the establishment for the work of Comber fitter, Simplex, Carding, Blowroom, Daffer etc. which relates the perennial in nature of work.

9. The concerned workmen are being shown the employee of the Contractor by the principal employer and the detail of the said contractor had never been furnished and the said contractor was not having such license under certain provisions of the Contract Labour (Regulation & Abolition) Act, 1970 to supply the labour.

10. For proving the case of the workmen to the effect that the workmen are working under the supervision and control of the project Manager, the relevant paper namely known as DAILY ATTENDANCE SHEET as well as the UTPADAN LOG SHEET are liable to be summoned from the principal employer for last several years.

11. The concerned workmen moved an I.R.C.P. CASE No. 02/2010 before the Deputy Labour Commissioner/Conciliation Officer making request to reconcile/adjudicate the matter in respect of the grievance, which belongs to unfair labour practice , the prayer of the workmen was following herein as under :-

(i) The services of the workmen be regularized.

(ii) The services of the workmen may not be terminated during pendency of the conciliation proceedings.

(iii) The Minimum wages till regularization shall be paid.

(iv) The benefits at par with the regular employees shall be given to the workmen like Bonus, Leave encashment, Holidays, Medical Leave and other facilities which are being provided to the regular employees of the establishment."

Accordingly, Sri R.K. Verma learned counsel for the workman submits that as the conciliation proceedings have failed so applicant has filed the present industrial dispute u/s 2A of the Act.

In view of the said factual background on the basis of pleadings, taken by applicant in his claim petition, challenged the oral order of termination/retrenchment of workman dated 16.03.2010 on the following grounds:

"(i) Because the services of the workman has been terminated/retrenched in contravention of section 25-F of the LD.Act, 1947.

(ii) Because the workman has completed more than 240 days in each and every calendar year since his initial date of engagement December 2004.

(iii) Because the alleged contractors i.e. opposite party No. 3 and 4 are not having license under certain provisions of the Contractor Labour (Regulation & Abolition) Act, 1970.

(iv) Because the work, conduct, performance and behaviour of the workman has always been found excellent by his superiors and no complaint, no show cause notice or charge sheet has been served to the workman in his whole service period.

(v) Because the new persons have been engaged in place of the workman, as such, such act of the employer is violative to Section 25-G and Section 25-H of the I.D.Act, 1947.

(vi) Because the entire act of the employers amounts to unfair Labour practice under L.D.Act, 1947.

(vii) Because the workman is entitled to get reinstatement with continuity of service along with all the resultant and consequential benefits.

(viii) Because the workman is entitled for regularization for want of his length of continuous service."

Accordingly, applicant has made following prayer:

"(a) to set aside the oral termination of the workman w.e.f. 16.03.2010 directing the principal employer to reinstate the workman in his service with continuity of service with full back wages along with all the resultant and consequential benefits for the same and

(b) to regularize the services of the workman and be paid salary at par with the similarly situated regular employees."

Accordingly, it is submitted by Sri R.K. Verma, learned counsel for workman that oral order of termination be set aside and workman be reinstated in service with continuity of service and full back wages.

Submissions on behalf of Central Silver Plant, KVIC, Rae-bareli:

Sri Adarsh Jagdhari learned counsel on behalf of opposite party no.1 submits as under:-

The Central Silver Plant, KVIC situated at Rae-bareli is governed and controlled by the Government of India and as such, it has its own settled principles of rules of recruitment. The applicant was never appointed by Central Silver Plant, KVIC, Rae-bareli but in fact he was deployed to the Central Silver Plant, KVIC by a contractor namely M/s. Black Hound Security Services (P) Ltd., Jhansi which too as per the exigency of work after an agreement entered into with M/s. Black Hound Security Services (P) Ltd. The period of contract with M/s. Black Hound Security Services came to an end and thereafter a fresh agreement was entered into between the establishment and respondent no.4 i.e. M/s. Mars Network Security Services, Vikas Nagar, Kanpur and the workman was sent to the establishment by the said contractor to work the applicant as contract labour. Accordingly it was submitted by the learned counsel for the respondent that the workman is a contract labour supplied through agency to the establishment as per the exigency of work. So there was no master or servant relationship between the establishment and the workman rather they are the workers of labour contractors, hence, it is well settled principal of law as has been laid down by the Hon'ble Apex Court in a catena of decisions that a contract labour can in no circumstances become the employee of the establishment, creating a direct relationship of master and servant with the establishment. The Contract Labour (Regulation and Abolition) Act 1970 neither contemplates creation of direct relationship of Master and servant between the Principal Employer and the Contract Labour nor can such a relationship be implied from the provisions of Act.

Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 on the basis of above said facts as stated in the written statement has argued that the workman is not an employee of the establishment rather he was supplied by the agency and thus the services were retrenched by the contractor who had supplied the workman. Accordingly it was also submitted that as the workman had been engaged as per exigency of work and was not working against regular and sanctioned post so he was not entitled for any relief and the present I.D. case filed under Section 2-A of the Act by the workman is liable to be dismissed keeping in view the law as laid down by the Hon'ble Apex Court in the case of Kilsokar Brothers Ltd. Versus Ramcharan & others reported in 2023 LLR 1.

Further in spite of notices issued to the respondent no.3 they did not file the written statement nor bring any material on record in support of their case. The opposite party no.4 filed their written statement. On behalf of applicant the rebuttal to the written statement was also filed and thereafter the parties had filed evidences and pleadings in support of their case.

Accordingly, Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 submitted that claim petition, filed by workman, lacks merit, liable to be dismissed.

Finding & Conclusion:

I have heard the Learned Counsel for the parties and gone through the records.

Sri Tribhuvan Singh was initially engaged as casual labour and his date of engagement in the establishment is mentioned as 02.01.2008 in the ESI Card issued to him and in the said capacity he worked and discharged his duties till 16.03.2010 when his services were terminated/retrenched. Now the first point which is to be considered is to the effect that if the workman had been engaged through contractor i.e. opposite parties no.3 & 4 and he had been working and discharging his duties with M/s Central Silver Plant, KVIC, Rae-bareli then in that circumstances whether the respondent no.1 falls within the ambit and scope of definition of 'Principal Employer' or not?

In the case of ***Kirloskar Brothers Limited Versus Ram charan & others reported in 2023 LLR 1*** the Hon'ble Supreme Court held as under:-

> "*3.2 It is submitted that neither Section 10 of the CLRA Act, nor any other provision in the Act, whether expressly or by necessary implication, provides for absorption of contract labour in the absence of a notification by an appropriate Government, namely, in the present case, the State Government, under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. It is submitted that in the present case, admittedly, no notification under Section 10 of the CLRA Act has been issued. It is submitted that therefore, in the absence of a notification under Section 10 of the CLRA Act, which can only be passed by the appropriate Government, the Industrial Court could have given relief to the workmen only if they had claimed and proved by leading cogent evidence that the contract with the contractor was a sham. It is further submitted that in the present case, there was no such allegation or pleading or finding arrived at by any Court that the contract between the parties was a sham and not genuine. Heavy reliance is placed upon the decisions of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors., (2001) 7 SCC 1 (paras 65, 108, 109, 120 and 125) and International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (2009) 13 SCC 374 (paras 36, 37 to 40, 53.13, 56).*
>
> *4.1 On going through the entire material on record, no documentary evidence was produced, by which it can be said that the contesting respondents were the employees of the appellant. There is no provision under Section 10 of the CLRA Act that the workers/employees employed by the contractor automatically become the employees of the appellant and/or the employees of the contractor shall be entitled for automatic absorption and/or they become the employees of the principal employer. It is to be noted that even the direct control and supervision of the contesting respondents was always with the contractor. There is no evidence on record that any of the respondents were given any benefits, uniform or punching cards by the appellant.*
>
> *4.2 Under the contract and even under the provisions of the CLRA, a duty was cast upon the appellant to pay all statutory dues, including salary of the workmen, payment of PF contribution, and in case of non- payment of the same by the contractor, after making such payment, the same can be deducted from the contractor's bill. Therefore, merely because sometimes the payment of salary was made and/or PF contribution was paid by the appellant, which was due to non-payment of the same by the contractor, the contesting respondents shall not automatically become the employees of the principal employer – appellant herein.*
>
> *4.3 Even otherwise, as observed hereinabove, in the absence of a notification under Section 10 of the CLRA Act unless there are allegations or findings with regard to a contract being sham, private respondents herein, who are as such the workmen/employee of the contractor, cannot be held to be employees of the appellant and not of the contractor. At this stage, the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra) is required to be referred to. Following two questions fell for consideration before this Court:-*
>
> > *A. whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification, is implied in Section 10 of the CLRA Act; and*
> >
> > *B. whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour, emerges.*
>
> *4.4 After considering various decisions of this Court on the point, in paragraph 125, it was concluded as under:-*
>
> > *"125. The upshot of the above discussion is outlined thus:*
> >
> > *(1)(a) Before 28-1-1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression "appropriate Government" as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the*

authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government;

(b) After the said date in view of the new definition of that expression, the answer to the question referred to above, has to be found in clause (a) of Section 2 of the Industrial Disputes Act; if (i) the Central Government company/undertaking concerned or any undertaking concerned is included therein eo nomine, or (ii) any industry is carried on (a) by or under the authority of the Central Government, or (b) by a railway company; or (c) by a specified controlled industry, then the Central Government will be the appropriate Government; otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.

(2)(a) A notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour in any process, operation or other work in any establishment has to be issued by the appropriate Government:

> *(1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and*
>
> *(2) having regard to*
>
> > *(i) conditions of work and benefits provided for the contract labour in the establishment in question, and*
> >
> > *(ii) other relevant factors including those mentioned in sub-section (2) of Section 10;*

(b) Inasmuch as the impugned notification issued by the Central Government on 9-12-1976 does not satisfy the aforesaid requirements of Section 10, it is quashed but we do so prospectively i.e. from the date of this judgment and subject to the clarification that on the basis of this judgment no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.

(3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment.Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

(4) We overrule the judgment of this Court in Air India case [(1997) 9 SCC 377] prospectively and declare that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of contract labour following the judgment in Air India case [(1997) 9 SCC 377] shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final.

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile

contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

4.5 Thus, as observed and held by this Court, neither Section 10 of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under Section 10(1) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder.

4.6 In the present case, neither any notification under Section 10(1) of the CLRA Act has been issued prohibiting the contract labour, nor there are allegations and/or even findings that the contract is sham and bogus and/or camouflage.

4.7 In the case of International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (supra), after considering the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra), it has been observed and held by this Court that where there is no abolition of contract labour under Section 10 of the CLRA Act, but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal, the remedy is purely under the ID Act. It is further observed that the industrial adjudicator can grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employee and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short, who has direct control over the employee. It is further observed that where there is no notification under Section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract was a sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It has further been observed in paragraphs 38 and 39 as under :-

"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.

39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor."

Reverting to the facts of the present case and from the material exchanged by the parties and documents available on record, the position which emerges out that on behalf of workman a document namely I.D. Card was filed which was issued by Employee State Insurance Corporation in which the name of the workman employer code and address of the employer was mentioned. In the written statement the said document was not categorically denied by the respondent no.1. Further on behalf of the workman as per Rule 78(1)(a)(2) of Minimum Wages Act, extract of register of wages was filed of one worker and from the perusal of said extract it establishes that the name and address has been as KVIC, Rae-bareli.

In rebuttal to the said document no material document on behalf of respondent no.1 was filed to establish its case that the respondent no.1 is an Employer. Workman in his evidence filed on affidavit (examination in chief) has stated that he was engaged in the establishment KVIC, Rae-bareli and services were retrenched on 16.03.2010 by the authority of respondent no.1. in his chief examination he has also submitted that his ESI/EPF had been deducted from the wages which is paid to him each and every month by the respondent no.1/authority of the respondent no.1 i.e. Factory Incharge Sri Balwant Singh.

Thus keeping in view the said facts and law as laid down by the Hon'ble Apex Court in the case of Kisloskar Brothers Limited Versus Ramcharan & others in the absence of any notification under Section 10 of Contract Labour (Regulation & Abolition) Act 1970 on the basis of material documents and facts which are stated hereinabove it clearly established that the respondent no.1 M/s. Central Silver Plant, KVIC, Rae-bareli was the principal employer of workman/applicant.

Thus, the next point to be considered is whether the services of workman has been terminated in violation of provisions of section 25 F of the act or not? Once he had worked for more than 240 days continuously in last 12 months preceding the date of alleged termination.

In order to decide the same it will be appropriate to have a glance to the provisions of section 25 F of the Act, which reads as under:

> "**25F. Conditions precedent to retrenchment of workmen**.--
>
> *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until--*
>
> *(a) the workman has been given one months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
>
> *(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
>
> *(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette*."

A perusal of Section 25-F of the Act reveals that in order to claim the benefit of Section 25-F, the workman needs to prove that she has been in continuous service for not less than one year from the date of his retrenchment. Section 25B of the Act stipulates that a person who has worked for a period of 240 days in the preceding year is deemed to be in continuous service for a period of one year. The relevant extract from Section 25B is produced below for reference:

> "**25B. Definition of continuous service**.
>
> *For the purposes of this Chapter:*
>
> *(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the workman;*
>
> *(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--*
>
> *(3) or a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--*
>
> *(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and*
>
> *(ii) two hundred and forty days, in any other case*;"

Taking into consideration the above said facts, next point to be considered that whether the worker has worked for more than 240 days in last preceding twelve months from the date of alleged termination. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgment of ***R.M. Yellatti v. Asstt. Executive Engineer, (2006) 1 SCC 106***; the relevant paragraph is extracted below:

> "*17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the*

workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case."

These principles were reiterated by the Hon'ble Supreme Court in ***Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi, (2009) 11 SCC 522***, and the law on this subject was traced as under in paragraphs 8 to 10 which are reproduced as under:-

"8. ***In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan [(2004) 8 SCC 161]*** *the position was again reiterated in para 6 as follows : (SCC p.163)*

'6. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in ***Range Forest Officer v.S.T. Hadimani [(2002) 3 SCC 25]****. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.'*

9. **In Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195]** *it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment.*

In ***M.P. Electricity Board v. Hariram [(2004) 8 SCC 246]*** *the position was again reiterated in para 11 as follows : (SCC p. 250)*

'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in ***Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195]*** *wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents. This is what this Court had to say in that regard: (SCC p. 198, para 15)*

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."'

In ***RBI v. S. Mani [(2005) 5 SCC 100]*** a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous.

In light of the law laid down by the Hon'ble Supreme Court, now the quesiton to be examined is whether the workman/applicant discharged his burden of proving that he was in continuous employment for at least 240 days in the year preceding his date of retrenchment or not?

In this regard on behalf of workman an application was moved for summoning the documents i.e. daily attendance sheets, Utpadan Log Sheet till the date of retrenchment of his services to which the objections were filed. This Tribunal after taking into consideration disposed of the application by an order dated 3.9.2013, the relevant portion of which reads as under:-

"*Hon'ble Gujrat High Court in Director, Fisheries Terminal Division Vs. Bhakubhai Meghajibhai Chavda 2010 AIR SCW 542; has observed that for proving 240 days' continuous working, the workman would have difficulty in having access to all official documents, muster rolls etc.in connection with his service, therefore, the burden of proof shifts to the employer to prove that he did not complete 240 days of service in requisite period to constitute continuous service.*

Hence, in view of the law laid down by the Hon'ble Gujrat High Court, the management of the Central Silver Plang, KVIC cannot escape from its legitimate responsibility as admittedly the workman worked under the control of the OP No.1 & 2. The issue that who was the supplier of man force is secondary. The workman has submitted that to substantiate his pleadings it is necessary to summon documents for the period December 2007 till his termination, and accordingly he has summoned relevant documents which in possession of the management to prove his working with the opposite party.

Accordingly the management of the Central Silver Plant, KVIC is directed to file the documents detailed in para 1(i) & (ii) of the application W-10 Application for summoning the documents is disposed of accordingly."

In response to the same the respondents no.1 & 2 filed a document titled as 'kendriya pooni sanyantra, khadi aur gramodyog ayog, audyogik khestra, Amawa Road, Rae-bareli'. From the perusal of said documents it clearly established that workman worked and discharged his duties as causal employee for more than 240 days prior to retrenchment of his services in the last preceding calendar year. Workman in Para-2 of the claim statement has categorically stated as under:-

"*That it is much relevant to mention here that the workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the machines of the principal employer i.e. Central Silver Plant, KVIC, Rae-bareli*."

In response to the same on behalf of respondents no.1 & 2 in their written statement it has been stated as under:-

"*That the contents of paras-1 to 4 of the claim statement are absolutely false and concocted hence denied. In reply it is stated that the applicant was never employed with Central Silver Plant, KVIC, Rae-bareli, but was in fact a contract labour deployed by a contractor to the Central Silver Plant, KVIC, Rae-bareli M/s. Black Hound Security Services (P) Ltd. 261, Sadar Bazar Jhansi, U.P. that too as per exigencies of work*."

Keeping in view the said facts, material evidence and documents available on record the best evidence is with the respondents to prove and establish as per Section 106 of Indian Evidence Act 1872 that workman has not worked and discharged his duties for 240 days prior to his retrenchment. However, the respondents no.1 & 2 failed to discharge their burden that assertion as made by the workman on the point in issue is totally incorrect and wrong.

In addition to the said facts in his evidence on affidavit (examination in chief) the respondents no.1 & 2 categorically stated that he has worked 240 days in the preceding calendar year from the date of his termination/retrenchment. In the cross examination he has also categorically stated in this regard. Moreover on behalf of respondents no.1 & 2 in support of their case an affidavit of one Sri Avdhesh Kumar Dixit who is working on the post of 'Audyogik Sharmik Sherni-2' was filed (examination in chief) and in the said affidavit only in it has been stated the workman is an employee of the contractor as per agreement entered into between the establishment and the contractor and his services were disengaged by the contractor. Even in the cross examination he has not disputed the said facts.

Thus in view of the said facts and evidence it clearly establishes that the applicant/workman has worked and discharged his duties for more than 240 days in the preceding twelve months prior to the date of termination/retrenchment of his services.

Accordingly, question which is to be considered that what relief the workman/applicant is entitled?

Answer to the said question finds place in the judgment of the Hon'ble Madhya Pradesh High Court in its judgment and order dated 4.4.2024 passed in the case of ***Chief Medical & Health Officer Versus Umrao Singh reported in 2024 (182) FLR 882*** has held as under:-

"4. *Considered the submissions made by counsel for parties.*

5. The Supreme Court in the case of Bharat Sanchar Nigam Limited Vs. Bhurumal, reported in (2014) 7 SCC 177 has held as under:-

> *"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour*

practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."

6. The Supreme Court in the case of Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.

7. The Supreme Court in the case of Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another, reported in (2014) 7 SCC 190 has held as under:-

"19. The following passages from the said judgment would reflect the earlier decisions of this Court on the question of reinstatement:(BSNL case, SCC pp. 187-88, paras 29-30)

"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In BSNL v. Man Singh, this Court has held that when the termination is set aside because of violation of Section 25-F of the Industrial Disputes Act, it is not necessary that relief of reinstatement be also given as a matter of right. In Incharge Officer v. Shankar Shetty, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.

30. In this judgment of Shankar Shetty, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)

'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of Section 25-F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.

3. In Jagbir Singh v. Haryana State Agriculture Mktg. Board, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, Uttaranchal Forest Development Corpn. v. M.C. Joshi, State of M.P. v. Lalit Kumar Verma, M.P. Admn. v. Tribhuban, Sita Ram v. Moti Lal Nehru Farmers Training Institute, Jaipur Development Authority v.Ramsahai, GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula and stated as follows: (Jagbir Singh case, SCC pp. 330 & 335, paras 7 & 14)

"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure.Compensation instead of reinstatement has been held to meet the ends of justice.

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily-wager who does not hold a post and a permanent employee."

21. We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had it been a case where the issue is limited only to the validity of termination, Appellant 1 would not be entitled to reinstatement....."

8. The Supreme Court in the case of O.P.Bhandari Vs. Indian Tourism Development Corporation Limited and others reported in (1986) 4 SCC 337 has held as under :-

"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer- employee relations in

public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar" employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective -- a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community,

(2) social justice for workers, consumers and the people, and

(3) reasonable return on the public funds invested in the undertaking.

7. It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."

9. The Supreme Court in the case of Ghaziabad Development Authority Vs. Ashok Kumar, reported in (2008) 4 SCC 261 has held that statutory authorities are obligated to make recruitments only upon compliance of Articles 14 and 16 of the Constitution of India. Any appointment in violation of the said constitutional scheme as also the statutory recruitment rules, if any, would be void and, under these circumstances, it was held at Workman is entitled for compensation in lieu of reinstatement.

10. The Supreme Court in the case of Mahboob Deepak Vs. Nagar Panchayat, reported in (2008) 1 SCC 575, has held that merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized. At the most, interest of justice will be subserved if payment of sum of Rs.50,000/- by way of damages is made to the Workman.

11. Similar law has been laid down by the Supreme Court in the case of Uttar Pradesh State Electricity Board Vs. Laxmi Kant Gupta, reported in 2009(16) SCC 562, Senior Superintendent Telegraph Vs. Santosh Kumar Seal, reported in 2010(6) SCC 773, Assistant Engineer Rajasthan Development Vs. Gitam Singh, reported in 2013(5) SCC 136."

Accordingly in view of the facts of the present case as well as law referred hereinabove it is clear that retrenchment/termination of service of workman is in contravention to the provisions of Section 25-F of the Industrial Disputes Act. Thus he is entitled for compensation and not for reinstatement. Further in the present case the workman Sri Trihuvan Singh was engaged as casual employee in the month of December, 2007 and his services were terminated/retrenched on 16.03.2010. So, taking into consideration the facts of the case the workman is not entitled for reinstatement in services rather it will be appropriate to award a compensation of sum of Rs.1,00,000/- (Rupees One Lakh only) to the workman/applicant against the respondents.

AWARD

For the foregoing reasons the workman/applicant is only entitled for compensation of sum of Rs.1,00,000/- (Rupees One Lakh only) and the same should have be paid to the applicant within a period of three months by the respondents from the date of publication of the award.

And workman is not entitled for reinstatement in services.

Justice ANIL KUMAR, Presiding Officer

LUCKNOW.

06th March, 2025

Let two copies of this award be sent to the Ministry for publication.

नई दिल्ली, 12 जून, 2025

का.आ. 1048.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स सेंट्रल सिल्वर प्लांट; मेसर्स ब्लैक हाउंड सिक्योरिटी सर्विसेज प्राइवेट लिमिटेड; मेसर्स मार्स नेटवर्क सिक्योरिटी सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री राजेंद्र यादव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-21/2011)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-82]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1048.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 21/2011)** of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Silver Plant; M/s Black Hound Security Services Pvt. Ltd.; M/s Mars Network Security Services** and **Shri Rajendra Yadav** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No Z-16025/04/2025-IR(M)-82]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-cum-Labour Court, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 21 of 2011

Rajendra Yadav S/o Sri Ram Milan

R/o Village - Pindari Khurd, PO - Rasehta

Distt. - Raibareli. .....Applicant/Workman

Versus

1. M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli,
   Through its Project Manager;
2. Project Manager
   M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli;
3. M/s. Black Hound Security Services (P) Ltd.
   261, Sadar Bazar District Jhansi
   through its Managing Director;
4. M/s. Mars Network Security Services,
   Head Office at 435, Lakhanpur, Vikas Nagar,
   District Kanpur through its Manager ....Employers/Opp.Parties

Judgment

Heard Sri R.K. Verma learned counsel for the workman and Sri Adarsh Jagdhari, learned counsel for the respondent no. 1 & 2.

Case of the workman:

Sri R.K. Verma learned counsel for the workman on the basis of pleading in the application u/s 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) submits and under:

"1. The workman was initially engaged on 04.02.2008 by the employer ie. Project Manager, M/S. Central Sliver Plant, Khadi Village & Industries Commission, Amawan Road, Raibareli and since then the workman had been continuously working till his oral termination on 13.03.2010 in the department of carding, Daffer and blowroom.

2. The workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the Machines of the principal employer ie. Central Sliver Plant, KVIC, Raibareli.

3. That the monthly salary was being paid to the tune of Rs. 2900/- after deduction of contribution of provident Fund as well as E.S.I..

4. The work, conduct, performance and behaviour of the workman has always been found as excellent and no complaint, show cause notice or any such charge sheet has been served to the workman during his whole service period by the employers.

5. The services of the workman has wrongly been terminated/retrenched orally on 13.03.2010 without any thyme and reason and prior To termination/retrenchment neither any notice nor notice pay in lieu thereof has making such been given to the workman by the aforesaid employers, as such the employers have contravened and violated Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as L.D. Act).

6. The work for which the workman was engaged is perennial in nature and is still available and in place of the workman some new workmen have been newly engaged through the contractor.

7. About 21 workmen were engaged as on daily wager basis and all workmen have completed about 10 to 6 years continuous service were become eligible for regularization but in lieu of making regularization, their services have been terminated/retrenched orally from the month of February 2010 to March 2010 without following due process of law violating certain provisions under Section 25-F of the 1.D.Act, 1947, which is mandatory.

8. The workmen are working under the supervision and control of the aforesaid employer on the various machines of the establishment for the work of Comber fitter, Simplex, Carding, Blowroom, Daffer etc. which relates the perennial in nature of work.

9. The concerned workmen are being shown the employee of the Contractor by the principal employer and the detail of the said contractor had never been furnished and the said contractor was not having such license under certain provisions of the Contract Labour (Regulation & Abolition) Act, 1970 to supply the labour.

10. For proving the case of the workmen to the effect that the workmen are working under the supervision and control of the project Manager, the relevant paper namely known as DAILY ATTENDANCE SHEET as well as the UTPADAN LOG SHEET are liable to be summoned from the principal employer for last several years.

11. The concerned workmen moved an I.R.C.P. CASE No. 02/2010 before the Deputy Labour Commissioner/Conciliation Officer making request to reconcile/adjudicate the matter in respect of the grievance, which belongs to unfair labour practice , the prayer of the workmen was following herein as under :-

(i) The services of the workmen be regularized.

(ii) The services of the workmen may not be terminated during pendency of the conciliation proceedings.

(iii) The Minimum wages till regularization shall be paid.

(iv) The benefits at par with the regular employees shall be given to the workmen like Bonus, Leave encashment, Holidays, Medical Leave and other facilities which are being provided to the regular employees of the establishment."

Accordingly, Sri R.K. Verma learned counsel for the workman submits that as the conciliation proceedings have failed so applicant has filed the present industrial dispute u/s 2A of the Act.

In view of the said factual background on the basis of pleadings, taken by applicant in his claim petition, challenged the oral order of termination/retrenchment of workman dated 13.03.2010 on the following grounds:

> "(i) Because the services of the workman has been terminated/retrenched in contravention of section 25-F of the LD.Act, 1947.
>
> (ii) Because the workman has completed more than 240 days in each and every calendar year since his initial date of engagement December 2004.
>
> (iii) Because the alleged contractors i.e. opposite party No. 3 and 4 are not having license under certain provisions of the Contractor Labour (Regulation & Abolition) Act, 1970.
>
> (iv) Because the work, conduct, performance and behaviour of the workman has always been found excellent by his superiors and no complaint, no show cause notice or charge sheet has been served to the workman in his whole service period.
>
> (v) Because the new persons have been engaged in place of the workman, as such, such act of the employer is violative to Section 25-G and Section 25-H of the I.D.Act, 1947.
>
> (vi) Because the entire act of the employers amounts to unfair Labour practice under L.D.Act, 1947.
>
> (vii) Because the workman is entitled to get reinstatement with continuity of service along with all the resultant and consequential benefits.
>
> (viii) Because the workman is entitled for regularization for want of his length of continuous service."

Accordingly, applicant has made following prayer:

> "(a) to set aside the oral termination of the workman w.e.f. 13.03.2010 directing the principal employer to reinstate the workman in his service with continuity of service with full back wages along with all the resultant and consequential benefits for the same and
>
> (b) to regularize the services of the workman and be paid salary at par with the similarly situated regular employees."

Accordingly, it is submitted by Sri R.K. Verma, learned counsel for workman that oral order of termination be set aside and workman be reinstated in service with continuity of service and full back wages.

Submissions on behalf of Central Silver Plant, KVIC, Rae-bareli:

Sri Adarsh Jagdhari learned counsel on behalf of opposite party no.1 submits as under:-

The Central Silver Plant, KVIC situated at Rae-bareli is governed and controlled by the Government of India and as such, it has its own settled principles of rules of recruitment. The applicant was never appointed by Central Silver Plant, KVIC, Rae-bareli but in fact he was deployed to the Central Silver Plant, KVIC by a contractor namely M/s. Black Hound Security Services (P) Ltd., Jhansi which too as per the exigency of work after an agreement entered into with M/s. Black Hound Security Services (P) Ltd. The period of contract with M/s. Black Hound Security Services came to an end and thereafter a fresh agreement was entered into between the establishment and respondent no.4 i.e. M/s. Mars Network Security Services, Vikas Nagar, Kanpur and the workman was sent to the establishment by the said contractor to work the applicant as contract labour. Accordingly it was submitted by the learned counsel for the respondent that the workman is a contract labour supplied through agency to the establishment as per the exigency of work. So there was no master or servant relationship between the establishment and the workman rather they are the workers of labour contractors, hence, it is well settled principal of law as has been laid down by the Hon'ble Apex Court in a catena of decisions that a contract labour can in no circumstances become the employee of the establishment, creating a direct relationship of master and servant with the establishment. The Contract Labour (Regulation and Abolition) Act 1970 neither contemplates creation of direct relationship of Master and servant between the Principal Employer and the Contract Labour nor can such a relationship be implied from the provisions of Act.

Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 on the basis of above said facts as stated in the written statement has argued that the workman is not an employee of the establishment rather he was supplied by the agency and thus the services were retrenched by the contractor who had supplied the workman. Accordingly it was also submitted that as the workman had been engaged as per exigency of work and was not working against regular and sanctioned post so he was not entitled for any relief and the present I.D. case filed under Section 2-A of the Act by the workman is liable to be dismissed keeping in view the law as laid down by the Hon'ble Apex Court in the case of Kilsokar Brothers Ltd. Versus Ramcharan & others reported in 2023 LLR 1.

Further in spite of notices issued to the respondent no.3 they did not file the written statement nor bring any material on record in support of their case. The opposite party no.4 filed their written statement. On behalf of applicant the rebuttal to the written statement was also filed and thereafter the parties had filed evidences and pleadings in support of their case.

Accordingly, Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 submitted that claim petition, filed by workman, lacks merit, liable to be dismissed.

Finding & Conclusion:

I have heard the Learned Counsel for the parties and gone through the records.

The workman was initially engaged as casual labour on 04.02.2008 and in the said capacity he worked and discharged his duties till 13.03.2010 when his services were terminated/retrenched. Now the first point which is to be considered is to the effect that if the workman had been engaged through contractor i.e. opposite parties no.3 & 4 and he had been working and discharging his duties with M/s Central Silver Plant, KVIC, Rae-bareli then in that circumstances whether the respondent no.1 falls within the ambit and scope of definition of 'Principal Employer' or not?

In the case of ***Kirloskar Brothers Limited Versus Ram charan & others reported in 2023 LLR 1*** the Hon'ble Supreme Court held as under:-

> "*3.2 It is submitted that neither Section 10 of the CLRA Act, nor any other provision in the Act, whether expressly or by necessary implication, provides for absorption of contract labour in the absence of a notification by an appropriate Government, namely, in the present case, the State Government, under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. It is submitted that in the present case, admittedly, no notification under Section 10 of the CLRA Act has been issued. It is submitted that therefore, in the absence of a notification under Section 10 of the CLRA Act, which can only be passed by the appropriate Government, the Industrial Court could have given relief to the workmen only if they had claimed and proved by leading cogent evidence that the contract with the contractor was a sham. It is further submitted that in the present case, there was no such allegation or pleading or finding arrived at by any Court that the contract between the parties was a sham and not genuine. Heavy reliance is placed upon the decisions of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors., (2001) 7 SCC 1 (paras 65, 108, 109, 120 and 125) and International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (2009) 13 SCC 374 (paras 36, 37 to 40, 53.13, 56).*
>
> *4.1 On going through the entire material on record, no documentary evidence was produced, by which it can be said that the contesting respondents were the employees of the appellant. There is no provision under Section 10 of the CLRA Act that the workers/employees employed by the contractor automatically become the employees of the appellant and/or the employees of the contractor shall be entitled for automatic absorption and/or they become the employees of the principal employer. It is to be noted that even the direct control and supervision of the contesting respondents was always with the contractor. There is no evidence on record that any of the respondents were given any benefits, uniform or punching cards by the appellant.*
>
> *4.2 Under the contract and even under the provisions of the CLRA, a duty was cast upon the appellant to pay all statutory dues, including salary of the workmen, payment of PF contribution, and in case of non- payment of the same by the contractor, after making such payment, the same can be deducted from the contractor's bill. Therefore, merely because sometimes the payment of salary was made and/or PF contribution was paid by the appellant, which was due to non-payment of the same by the contractor, the contesting respondents shall not automatically become the employees of the principal employer – appellant herein.*
>
> *4.3 Even otherwise, as observed hereinabove, in the absence of a notification under Section 10 of the CLRA Act unless there are allegations or findings with regard to a contract being sham, private respondents herein, who are as such the workmen/employee of the contractor, cannot be held to be employees of the appellant and not of the contractor. At this stage, the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra) is required to be referred to. Following two questions fell for consideration before this Court:-*
>
> > *A. whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification, is implied in Section 10 of the CLRA Act; and*
> >
> > *B. whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour, emerges.*
>
> *4.4 After considering various decisions of this Court on the point, in paragraph 125, it was concluded as under:-*

"125. The upshot of the above discussion is outlined thus:

(1)(a) Before 28-1-1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression "appropriate Government" as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government;

(b) After the said date in view of the new definition of that expression, the answer to the question referred to above, has to be found in clause (a) of Section 2 of the Industrial Disputes Act; if (i) the Central Government company/undertaking concerned or any undertaking concerned is included therein eo nomine, or (ii) any industry is carried on (a) by or under the authority of the Central Government, or (b) by a railway company; or (c) by a specified controlled industry, then the Central Government will be the appropriate Government; otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.

(2)(a) A notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour in any process, operation or other work in any establishment has to be issued by the appropriate Government:

> *(1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and*
>
> *(2) having regard to*
>
> > *(i) conditions of work and benefits provided for the contract labour in the establishment in question, and*
> >
> > *(ii) other relevant factors including those mentioned in sub-section (2) of Section 10;*

(b) Inasmuch as the impugned notification issued by the Central Government on 9-12-1976 does not satisfy the aforesaid requirements of Section 10, it is quashed but we do so prospectively i.e. from the date of this judgment and subject to the clarification that on the basis of this judgment no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.

(3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment.Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

(4) We overrule the judgment of this Court in Air India case [(1997) 9 SCC 377] prospectively and declare that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of contract labour following the judgment in Air India case [(1997) 9 SCC 377] shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final.

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

4.5 Thus, as observed and held by this Court, neither Section 10 of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under Section 10(1) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder.

4.6 In the present case, neither any notification under Section 10(1) of the CLRA Act has been issued prohibiting the contract labour, nor there are allegations and/or even findings that the contract is sham and bogus and/or camouflage.

4.7 In the case of International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (supra), after considering the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra), it has been observed and held by this Court that where there is no abolition of contract labour under Section 10 of the CLRA Act, but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal, the remedy is purely under the ID Act. It is further observed that the industrial adjudicator can grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employee and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short, who has direct control over the employee. It is further observed that where there is no notification under Section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract was a sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It has further been observed in paragraphs 38 and 39 as under :-

"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.

39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor."

Reverting to the facts of the present case and from the material exchanged by the parties and documents available on record, the position which emerges out that on behalf of workman a document namely I.D. Card was filed which was issued by Employee State Insurance Corporation in which the name of the workman employer code and address of the employer was mentioned. In the written statement the said document was not categorically denied by the respondent

no.1. Further on behalf of the workman as per Rule 78(1)(a)(2) of Minimum Wages Act, extract of register of wages was filed of one worker and from the perusal of said extract it establishes that the name and address has been as KVIC, Rae-bareli.

In rebuttal to the said document no material document on behalf of respondent no.1 was filed to establish its case that the respondent no.1 is an Employer. Workman in his evidence filed on affidavit (examination in chief) has stated that he was engaged in the establishment KVIC, Rae-bareli and services were retrenched on 13.03.2010 by the authority of respondent no.1. in his chief examination he has also submitted that his ESI/EPF had been deducted from the wages which is paid to him each and every month by the respondent no.1/authority of the respondent no.1 i.e. Factory Incharge Sri Balwant Singh.

Thus keeping in view the said facts and law as laid down by the Hon'ble Apex Court in the case of Kisloskar Brothers Limited Versus Ramcharan & others in the absence of any notification under Section 10 of Contract Labour (Regulation & Abolition) Act 1970 on the basis of material documents and facts which are stated hereinabove it clearly established that the respondent no.1 M/s. Central Silver Plant, KVIC, Rae-bareli was the principal employer of workman/applicant.

Thus, the next point to be considered is whether the services of workman has been terminated in violation of provisions of section 25 F of the act or not? Once he had worked for more than 240 days continuously in last 12 months preceding the date of alleged termination.

In order to decide the same it will be appropriate to have a glance to the provisions of section 25 F of the Act, which reads as under:

> "**25F. Conditions precedent to retrenchment of workmen**.--
>
> *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until--*
>
> *(a) the workman has been given one months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
>
> *(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
>
> *(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette*."

A perusal of Section 25-F of the Act reveals that in order to claim the benefit of Section 25-F, the workman needs to prove that she has been in continuous service for not less than one year from the date of his retrenchment. Section 25B of the Act stipulates that a person who has worked for a period of 240 days in the preceding year is deemed to be in continuous service for a period of one year. The relevant extract from Section 25B is produced below for reference:

> "**25B. Definition of continuous service**.
>
> *For the purposes of this Chapter:*
>
> *(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the workman;*
>
> *(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--*
>
> *(3) or a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--*
>
> *(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and*
>
> *(ii) two hundred and forty days, in any other case*;"

Taking into consideration the above said facts, next point to be considered that whether the worker has worked for more than 240 days in last preceding twelve months from the date of alleged termination. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgment of ***R.M. Yellatti v. Asstt. Executive Engineer, (2006) 1 SCC 106***; the relevant paragraph is extracted below:

"*17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case*."

These principles were reiterated by the Hon'ble Supreme Court in ***Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi, (2009) 11 SCC 522***, and the law on this subject was traced as under in paragraphs 8 to 10 which are reproduced as under:-

"8. ***In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan [(2004) 8 SCC 161]*** *the position was again reiterated in para 6 as follows : (SCC p.163)*

'6. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in ***Range Forest Officer v.S.T. Hadimani [(2002) 3 SCC 25]****. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.'*

9. **In Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195]** *it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment.*

In ***M.P. Electricity Board v. Hariram [(2004) 8 SCC 246]*** *the position was again reiterated in para 11 as follows : (SCC p. 250)*

'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in ***Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195]*** *wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents. This is what this Court had to say in that regard: (SCC p. 198, para 15)*

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."'

In ***RBI v. S. Mani [(2005) 5 SCC 100]*** a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous.

In light of the law laid down by the Hon'ble Supreme Court, now the quesiton to be examined is whether the workman/applicant discharged his burden of proving that he was in continuous employment for at least 240 days in the year preceding his date of retrenchment or not?

In this regard on behalf of workman an application was moved for summoning the documents i.e. daily attendance sheets, Utpadan Log Sheet till the date of retrenchment of his services to which the objections were filed. This Tribunal after taking into consideration disposed of the application by an order dated 3.9.2013, the relevant portion of which reads as under:-

> "*Hon'ble Gujrat High Court in Director, Fisheries Terminal Division Vs. Bhakubhai Meghajibhai Chavda 2010 AIR SCW 542; has observed that for proving 240 days' continuous working, the workman would have difficulty in having access to all official documents, muster rolls etc.in connection with his service, therefore, the burden of proof shifts to the employer to prove that he did not complete 240 days of service in requisite period to constitute continuous service.*
>
> *Hence, in view of the law laid down by the Hon'ble Gujrat High Court, the management of the Central Silver Plang, KVIC cannot escape from its legitimate responsibility as admittedly the workman worked under the control of the OP No.1 & 2. The issue that who was the supplier of man force is secondary. The workman has submitted that to substantiate his pleadings it is necessary to summon documents for the period December 2007 till his termination, and accordingly he has summoned relevant documents which in possession of the management to prove his working with the opposite party.*
>
> *Accordingly the management of the Central Silver Plant, KVIC is directed to file the documents detailed in para 1(i) & (ii) of the application W-10 Application for summoning the documents is disposed of accordingly*."

In response to the same the respondents no.1 & 2 filed a document titled as 'kendriya pooni sanyantra, khadi aur gramodyog ayog, audyogik khestra, Amawa Road, Rae-bareli'. From the perusal of said documents it clearly established that workman worked and discharged his duties as causal employee for more than 240 days prior to retrenchment of his services in the last preceding calendar year. Workman in Para-2 of the claim statement has categorically stated as under:-

> "*That it is much relevant to mention here that the workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the machines of the principal employer i.e. Central Silver Plant, KVIC, Rae-bareli*."

In response to the same on behalf of respondents no.1 & 2 in their written statement it has been stated as under:-

> "*That the contents of paras-1 to 4 of the claim statement are absolutely false and concocted hence denied. In reply it is stated that the applicant was never employed with Central Silver Plant, KVIC, Rae-bareli, but was in fact a contract labour deployed by a contractor to the Central Silver Plant, KVIC, Rae-bareli M/s. Black Hound Security Services (P) Ltd. 261, Sadar Bazar Jhansi, U.P. that too as per exigencies of work*."

Keeping in view the said facts, material evidence and documents available on record the best evidence is with the respondents to prove and establish as per Section 106 of Indian Evidence Act 1872 that workman has not worked and discharged his duties for 240 days prior to his retrenchment. However, the respondents no.1 & 2 failed to discharge their burden that assertion as made by the workman on the point in issue is totally incorrect and wrong.

In addition to the said facts in his evidence on affidavit (examination in chief) the respondents no.1 & 2 categorically stated that he has worked 240 days in the preceding calendar year from the date of his termination/retrenchment. In the cross examination he has also categorically stated in this regard. Moreover on behalf of respondents no.1 & 2 in support of their case an affidavit of one Sri Avdhesh Kumar Dixit who is working on the post of 'Audyogik Sharmik Sherni-2' was filed (examination in chief) and in the said affidavit only in it has been stated the workman is an employee of the contractor as per agreement entered into between the establishment and the contractor and his services were disengaged by the contractor. Even in the cross examination he has not disputed the said facts.

Thus in view of the said facts and evidence it clearly establishes that the applicant/workman has worked and discharged his duties for more than 240 days in the preceding twelve months prior to the date of termination/retrenchment of his services.

Accordingly, question which is to be considered that what relief the workman/applicant is entitled?

Answer to the said question finds place in the judgment of the Hon'ble Madhya Pradesh High Court in its judgment and order dated 4.4.2024 passed in the case of ***Chief Medical & Health Officer Versus Umrao Singh reported in 2024 (182) FLR 882*** has held as under:-

> "4. *Considered the submissions made by counsel for parties.*

5. The Supreme Court in the case of Bharat Sanchar Nigam Limited Vs. Bhurumal, reported in (2014) 7 SCC 177 has held as under:-

> *"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*

6. The Supreme Court in the case of Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.

7. The Supreme Court in the case of Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another, reported in (2014) 7 SCC 190 has held as under:-

> *"19. The following passages from the said judgment would reflect the earlier decisions of this Court on the question of reinstatement:(BSNL case, SCC pp. 187-88, paras 29-30)*
>
> *"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In BSNL v. Man Singh, this Court has held that when the termination is set aside because of violation of Section 25-F of the Industrial Disputes Act, it is not necessary that relief of reinstatement be also given as a matter of right. In Incharge Officer v. Shankar Shetty, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.*
>
> *30. In this judgment of Shankar Shetty, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)*
>
> > *'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of Section 25-F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.*
> >
> > *3. In Jagbir Singh v. Haryana State Agriculture Mktg. Board, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, Uttaranchal Forest Development Corpn. v. M.C. Joshi, State of M.P. v. Lalit Kumar Verma, M.P. Admn. v. Tribhuban, Sita Ram v. Moti Lal Nehru Farmers Training Institute, Jaipur Development Authority v.Ramsahai, GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula and stated as follows: (Jagbir Singh case, SCC pp. 330 & 335, paras 7 & 14)*
> >
> > *"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure.Compensation instead of reinstatement has been held to meet the ends of justice.*
>
> *14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily-wager who does not hold a post and a permanent employee."*
>
> *21. We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had*

it been a case where the issue is limited only to the validity of termination, Appellant 1 would not be entitled to reinstatement....."

8. The Supreme Court in the case of O.P.Bhandari Vs. Indian Tourism Development Corporation Limited and others reported in (1986) 4 SCC 337 has held as under :-

"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer- employee relations in public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar" employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective -- a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community,

(2) social justice for workers, consumers and the people, and

(3) reasonable return on the public funds invested in the undertaking.

7. It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."

9. The Supreme Court in the case of Ghaziabad Development Authority Vs. Ashok Kumar, reported in (2008) 4 SCC 261 has held that statutory authorities are obligated to make recruitments only upon compliance of Articles 14 and 16 of the Constitution of India. Any appointment in violation of the said constitutional scheme as also the statutory recruitment rules, if any, would be void and, under these circumstances, it was held at Workman is entitled for compensation in lieu of reinstatement.

10. The Supreme Court in the case of Mahboob Deepak Vs. Nagar Panchayat, reported in (2008) 1 SCC 575, has held that merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized. At the most, interest of justice will be subserved if payment of sum of Rs.50,000/- by way of damages is made to the Workman.

11. Similar law has been laid down by the Supreme Court in the case of Uttar Pradesh State Electricity Board Vs. Laxmi Kant Gupta, reported in 2009(16) SCC 562, Senior Superintendent Telegraph Vs. Santosh Kumar Seal, reported in 2010(6) SCC 773, Assistant Engineer Rajasthan Development Vs. Gitam Singh, reported in 2013(5) SCC 136."

Accordingly in view of the facts of the present case as well as law referred hereinabove it is clear that retrenchment/termination of service of workman is in contravention to the provisions of Section 25-F of the Industrial Disputes Act. Thus he is entitled for compensation and not for reinstatement. Further in the present case the workman Rajendra Yadav was engaged as casual employee on 04.02.2008 and his services were terminated/retrenched on 13.03.2010. So, taking into consideration the facts of the case the workman is not entitled for reinstatement in services rather it will be appropriate to award a compensation of sum of Rs. 2 Lakhs (Rupees Two Lakhs only) to the workman/applicant against the respondents.

Award

For the foregoing reasons the workman/applicant is only entitled for compensation of sum of Rs. 2 Lakhs (Rupees Two Lakhs only) and the same should have be paid to the applicant within a period of three months by the respondents from the date of publication of the award.

And workman is not entitled for reinstatement in services.

Justice ANIL KUMAR, Presiding Officer

LUCKNOW.

06th March, 2025

Let two copies of this award be sent to the Ministry for publication.

नई दिल्ली, 12 जून, 2025

का.आ. 1049.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स सेंट्रल सिल्वर प्लांट; मेसर्स ब्लैक हाउंड सिक्योरिटी सर्विसेज प्राइवेट लिमिटेड; मेसर्स मार्स नेटवर्क सिक्योरिटी सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री कामता प्रसाद पाण्डेय** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-22/2011)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-83]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1049.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 22/2011)** of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Silver Plant; M/s Black Hound Security Services Pvt. Ltd.; M/s Mars Network Security Services** and **Shri Kamata Prasad Pandey** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No Z-16025/04/2025-IR(M)-83]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-cum-Labour Court, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 22 of 2011

Kamata Prasad Pandey S/o Late Subedar Pandey

R/o E-15, Jawahar Vihar, Malik Mau

Distt. - Raibareli. .....Applicant/Workman

Versus

1. M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli,
   Through its Project Manager;
2. Project Manager
   M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli;
3. M/s. Black Hound Security Services (P) Ltd.
   261, Sadar Bazar District Jhansi
   through its Managing Director;
4. M/s. Mars Network Security Services,
   Head Office at 435, Lakhanpur, Vikas Nagar,
   District Kanpur through its Manager ....Employers/Opp.Parties

Judgment

Heard Sri R.K. Verma learned counsel for the workman and Sri Adarsh Jagdhari, learned counsel for the respondent no. 1 & 2.

Case of the workman:

Sri R.K. Verma learned counsel for the workman on the basis of pleading in the application u/s 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) submits and under:

"1. The workman was initially engaged in the month of December, 2001 by the employer ie. Project Manager, M/S. Central Sliver Plant, Khadi Village & Industries Commission, Amawan Road, Raibareli and since then the workman had been continuously working till his oral termination on 04.03.2010 in the department of carding, Daffer and blowroom.

2. The workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the Machines of the principal employer ie. Central Sliver Plant, KVIC, Raibareli.

3. That the monthly salary was being paid to the tune of Rs. 2900/- after deduction of contribution of provident Fund as well as E.S.I..

4. The work, conduct, performance and behaviour of the workman has always been found as excellent and no complaint, show cause notice or any such charge sheet has been served to the workman during his whole service period by the employers.

5. The services of the workman has wrongly been terminated/retrenched orally on 04.03.2010 without any thyme and reason and prior To termination/retrenchment neither any notice nor notice pay in lieu thereof has making such been given to the workman by the aforesaid employers, as such the employers have contravened and violated Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as L.D. Act).

6. The work for which the workman was engaged is perennial in nature and is still available and in place of the workman some new workmen have been newly engaged through the contractor.

7. About 21 workmen were engaged as on daily wager basis and all workmen have completed about 10 to 6 years continuous service were become eligible for regularization but in lieu of making regularization, their services have been terminated/retrenched orally from the month of February 2010 to March 2010 without following due process of law violating certain provisions under Section 25-F of the 1.D.Act, 1947, which is mandatory.

8. The workmen are working under the supervision and control of the aforesaid employer on the various machines of the establishment for the work of Comber fitter, Simplex, Carding, Blowroom, Daffer etc. which relates the perennial in nature of work.

9. The concerned workmen are being shown the employee of the Contractor by the principal employer and the detail of the said contractor had never been furnished and the said contractor was not having such license under certain provisions of the Contract Labour (Regulation & Abolition) Act, 1970 to supply the labour.

10. For proving the case of the workmen to the effect that the workmen are working under the supervision and control of the project Manager, the relevant paper namely known as DAILY ATTENDANCE SHEET as well as the UTPADAN LOG SHEET are liable to be summoned from the principal employer for last several years.

11. The concerned workmen moved an I.R.C.P. CASE No. 02/2010 before the Deputy Labour Commissioner/Conciliation Officer making request to reconcile/adjudicate the matter in respect of the grievance, which belongs to unfair labour practice , the prayer of the workmen was following herein as under :-

(i) The services of the workmen be regularized.

(ii) The services of the workmen may not be terminated during pendency of the conciliation proceedings.

(iii) The Minimum wages till regularization shall be paid.

(iv) The benefits at par with the regular employees shall be given to the workmen like Bonus, Leave encashment, Holidays, Medical Leave and other facilities which are being provided to the regular employees of the establishment."

Accordingly, Sri R.K. Verma learned counsel for the workman submits that as the conciliation proceedings have failed so applicant has filed the present industrial dispute u/s 2A of the Act.

In view of the said factual background on the basis of pleadings, taken by applicant in his claim petition, challenged the oral order of termination/retrenchment of workman dated 04.03.2010 on the following grounds:

> "(i) Because the services of the workman has been terminated/retrenched in contravention of section 25-F of the LD.Act, 1947.
>
> (ii) Because the workman has completed more than 240 days in each and every calendar year since his initial date of engagement December 2004.
>
> (iii) Because the alleged contractors i.e. opposite party No. 3 and 4 are not having license under certain provisions of the Contractor Labour (Regulation & Abolition) Act, 1970.
>
> (iv) Because the work, conduct, performance and behaviour of the workman has always been found excellent by his superiors and no complaint, no show cause notice or charge sheet has been served to the workman in his whole service period.
>
> (v) Because the new persons have been engaged in place of the workman, as such, such act of the employer is violative to Section 25-G and Section 25-H of the I.D.Act, 1947.
>
> (vi) Because the entire act of the employers amounts to unfair Labour practice under L.D.Act, 1947.
>
> (vii) Because the workman is entitled to get reinstatement with continuity of service along with all the resultant and consequential benefits.
>
> (viii) Because the workman is entitled for regularization for want of his length of continuous service."

Accordingly, applicant has made following prayer:

> "(a) to set aside the oral termination of the workman w.e.f. 04.03.2010 directing the principal employer to reinstate the workman in his service with continuity of service with full back wages along with all the resultant and consequential benefits for the same and
>
> (b) to regularize the services of the workman and be paid salary at par with the similarly situated regular employees."

Accordingly, it is submitted by Sri R.K. Verma, learned counsel for workman that oral order of termination be set aside and workman be reinstated in service with continuity of service and full back wages.

Submissions on behalf of Central Silver Plant, KVIC, Rae-bareli:

Sri Adarsh Jagdhari learned counsel on behalf of opposite party no.1 submits as under:-

The Central Silver Plant, KVIC situated at Rae-bareli is governed and controlled by the Government of India and as such, it has its own settled principles of rules of recruitment. The applicant was never appointed by Central Silver Plant, KVIC, Rae-bareli but in fact he was deployed to the Central Silver Plant, KVIC by a contractor namely M/s. Black Hound Security Services (P) Ltd., Jhansi which too as per the exigency of work after an agreement entered into with M/s. Black Hound Security Services (P) Ltd. The period of contract with M/s. Black Hound Security Services came to an end and thereafter a fresh agreement was entered into between the establishment and respondent no.4 i.e. M/s. Mars Network Security Services, Vikas Nagar, Kanpur and the workman was sent to the establishment by the said contractor to work the applicant as contract labour. Accordingly it was submitted by the learned counsel for the respondent that the workman is a contract labour supplied through agency to the establishment as per the exigency of work. So there was no master or servant relationship between the establishment and the workman rather they are the workers of labour contractors, hence, it is well settled principal of law as has been laid down by the Hon'ble Apex Court in a catena of decisions that a contract labour can in no circumstances become the employee of the establishment, creating a direct relationship of master and servant with the establishment. The Contract Labour (Regulation and Abolition) Act 1970 neither contemplates creation of direct relationship of Master and servant between the Principal Employer and the Contract Labour nor can such a relationship be implied from the provisions of Act.

Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 on the basis of above said facts as stated in the written statement has argued that the workman is not an employee of the establishment rather he was supplied by the agency and thus the services were retrenched by the contractor who had supplied the workman. Accordingly it was also submitted that as the workman had been engaged as per exigency of work and was not working against regular and sanctioned post so he was not entitled for any relief and the present I.D. case filed under Section 2-A of the Act by the workman is liable to be dismissed keeping in view the law as laid down by the Hon'ble Apex Court in the case of Kilsokar Brothers Ltd. Versus Ramcharan & others reported in 2023 LLR 1.

Further in spite of notices issued to the respondent no.3 they did not file the written statement nor bring any material on record in support of their case. The opposite party no.4 filed their written statement. On behalf of applicant the rebuttal to the written statement was also filed and thereafter the parties had filed evidences and pleadings in support of their case.

Accordingly, Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 submitted that claim petition, filed by workman, lacks merit, liable to be dismissed.

Finding & Conclusion:

I have heard the Learned Counsel for the parties and gone through the records.

The workman was initially engaged as casual labour in December, 2001 and in the said capacity he worked and discharged his duties till 04.03.2010 when his services were terminated/retrenched. Now the first point which is to be considered is to the effect that if the workman had been engaged through contractor i.e. opposite parties no.3 & 4 and he had been working and discharging his duties with M/s Central Silver Plant, KVIC, Rae-bareli then in that circumstances whether the respondent no.1 falls within the ambit and scope of definition of 'Principal Employer' or not?

In the case of ***Kirloskar Brothers Limited Versus Ram charan & others reported in 2023 LLR 1*** the Hon'ble Supreme Court held as under:-

> "*3.2 It is submitted that neither Section 10 of the CLRA Act, nor any other provision in the Act, whether expressly or by necessary implication, provides for absorption of contract labour in the absence of a notification by an appropriate Government, namely, in the present case, the State Government, under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. It is submitted that in the present case, admittedly, no notification under Section 10 of the CLRA Act has been issued. It is submitted that therefore, in the absence of a notification under Section 10 of the CLRA Act, which can only be passed by the appropriate Government, the Industrial Court could have given relief to the workmen only if they had claimed and proved by leading cogent evidence that the contract with the contractor was a sham. It is further submitted that in the present case, there was no such allegation or pleading or finding arrived at by any Court that the contract between the parties was a sham and not genuine. Heavy reliance is placed upon the decisions of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors., (2001) 7 SCC 1 (paras 65, 108, 109, 120 and 125) and International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (2009) 13 SCC 374 (paras 36, 37 to 40, 53.13, 56).*
>
> *4.1 On going through the entire material on record, no documentary evidence was produced, by which it can be said that the contesting respondents were the employees of the appellant. There is no provision under Section 10 of the CLRA Act that the workers/employees employed by the contractor automatically become the employees of the appellant and/or the employees of the contractor shall be entitled for automatic absorption and/or they become the employees of the principal employer. It is to be noted that even the direct control and supervision of the contesting respondents was always with the contractor. There is no evidence on record that any of the respondents were given any benefits, uniform or punching cards by the appellant.*
>
> *4.2 Under the contract and even under the provisions of the CLRA, a duty was cast upon the appellant to pay all statutory dues, including salary of the workmen, payment of PF contribution, and in case of non- payment of the same by the contractor, after making such payment, the same can be deducted from the contractor's bill. Therefore, merely because sometimes the payment of salary was made and/or PF contribution was paid by the appellant, which was due to non-payment of the same by the contractor, the contesting respondents shall not automatically become the employees of the principal employer – appellant herein.*
>
> *4.3 Even otherwise, as observed hereinabove, in the absence of a notification under Section 10 of the CLRA Act unless there are allegations or findings with regard to a contract being sham, private respondents herein, who are as such the workmen/employee of the contractor, cannot be held to be employees of the appellant and not of the contractor. At this stage, the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra) is required to be referred to. Following two questions fell for consideration before this Court:-*
>
> > *A. whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification, is implied in Section 10 of the CLRA Act; and*
> >
> > *B. whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour, emerges.*

4.4 After considering various decisions of this Court on the point, in paragraph 125, it was concluded as under:-

"125. The upshot of the above discussion is outlined thus:

(1)(a) Before 28-1-1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression "appropriate Government" as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government;

(b) After the said date in view of the new definition of that expression, the answer to the question referred to above, has to be found in clause (a) of Section 2 of the Industrial Disputes Act; if (i) the Central Government company/undertaking concerned or any undertaking concerned is included therein eo nomine, or (ii) any industry is carried on (a) by or under the authority of the Central Government, or (b) by a railway company; or (c) by a specified controlled industry, then the Central Government will be the appropriate Government; otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.

(2)(a) A notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour in any process, operation or other work in any establishment has to be issued by the appropriate Government:

(1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and

(2) having regard to

(i) conditions of work and benefits provided for the contract labour in the establishment in question, and

(ii) other relevant factors including those mentioned in sub-section (2) of Section 10;

(b) Inasmuch as the impugned notification issued by the Central Government on 9-12-1976 does not satisfy the aforesaid requirements of Section 10, it is quashed but we do so prospectively i.e. from the date of this judgment and subject to the clarification that on the basis of this judgment no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.

(3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment.Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

(4) We overrule the judgment of this Court in Air India case [(1997) 9 SCC 377] prospectively and declare that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of contract labour following the judgment in Air India case [(1997) 9 SCC 377] shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final.

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of

the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

4.5 Thus, as observed and held by this Court, neither Section 10 of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under Section 10(1) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder.

4.6 In the present case, neither any notification under Section 10(1) of the CLRA Act has been issued prohibiting the contract labour, nor there are allegations and/or even findings that the contract is sham and bogus and/or camouflage.

4.7 In the case of International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (supra), after considering the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra), it has been observed and held by this Court that where there is no abolition of contract labour under Section 10 of the CLRA Act, but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal, the remedy is purely under the ID Act. It is further observed that the industrial adjudicator can grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employee and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short, who has direct control over the employee. It is further observed that where there is no notification under Section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract was a sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It has further been observed in paragraphs 38 and 39 as under :-

"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.

39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor."

Reverting to the facts of the present case and from the material exchanged by the parties and documents available on record, the position which emerges out that on behalf of workman a document namely I.D. Card was filed which was issued by Employee State Insurance Corporation in which the name of the workman employer code and address of the employer was mentioned. In the written statement the said document was not categorically denied by the respondent no.1. Further on behalf of the workman as per Rule 78(1)(a)(2) of Minimum Wages Act, extract of register of wages was filed of one worker and from the perusal of said extract it establishes that the name and address has been as KVIC, Rae-bareli.

In rebuttal to the said document no material document on behalf of respondent no.1 was filed to establish its case that the respondent no.1 is an Employer. Workman in his evidence filed on affidavit (examination in chief) has stated that he was engaged in the establishment KVIC, Rae-bareli and services were retrenched on 04.03.2010 by the authority of respondent no.1. in his chief examination he has also submitted that his ESI/EPF had been deducted from the wages which is paid to him each and every month by the respondent no.1/authority of the respondent no.1 i.e. Factory Incharge Sri Balwant Singh.

Thus keeping in view the said facts and law as laid down by the Hon'ble Apex Court in the case of Kisloskar Brothers Limited Versus Ramcharan & others in the absence of any notification under Section 10 of Contract Labour (Regulation & Abolition) Act 1970 on the basis of material documents and facts which are stated hereinabove it clearly established that the respondent no.1 M/s. Central Silver Plant, KVIC, Rae-bareli was the principal employer of workman/applicant.

Thus, the next point to be considered is whether the services of workman has been terminated in violation of provisions of section 25 F of the act or not? Once he had worked for more than 240 days continuously in last 12 months preceding the date of alleged termination.

In order to decide the same it will be appropriate to have a glance to the provisions of section 25 F of the Act, which reads as under:

> "**25F. Conditions precedent to retrenchment of workmen**.--
>
> *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until--*
>
> *(a) the workman has been given one months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
>
> *(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
>
> *(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette*."

A perusal of Section 25-F of the Act reveals that in order to claim the benefit of Section 25-F, the workman needs to prove that she has been in continuous service for not less than one year from the date of his retrenchment. Section 25B of the Act stipulates that a person who has worked for a period of 240 days in the preceding year is deemed to be in continuous service for a period of one year. The relevant extract from Section 25B is produced below for reference:

> "**25B. Definition of continuous service**.
>
> *For the purposes of this Chapter:*
>
> *(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the workman;*
>
> *(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--*
>
> *(3) or a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--*
>
> *(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and*
>
> *(ii) two hundred and forty days, in any other case*;"

Taking into consideration the above said facts, next point to be considered that whether the worker has worked for more than 240 days in last preceding twelve months from the date of alleged termination. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the

workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgment of ***R.M. Yellatti v. Asstt. Executive Engineer*, *(2006) 1 SCC 106***; the relevant paragraph is extracted below:

> "*17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case*."

These principles were reiterated by the Hon'ble Supreme Court in ***Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi*, *(2009) 11 SCC 522***, and the law on this subject was traced as under in paragraphs 8 to 10 which are reproduced as under:-

> "8. ***In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan [(2004) 8 SCC 161****] the position was again reiterated in para 6 as follows : (SCC p.163)*
>
> *'6. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in **Range Forest Officer v.S.T. Hadimani [(2002) 3 SCC 25***]. *No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.'*
>
> *9.* **In Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195***] it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment.*
>
> *In **M.P. Electricity Board v. Hariram** **[(2004) 8 SCC 246]** the position was again reiterated in para 11 as follows : (SCC p. 250)*
>
> *'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in **Municipal Corpn., Faridabad v. Siri Niwas** [(2004) 8 SCC 195] wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents. This is what this Court had to say in that regard: (SCC p. 198, para 15)*
>
> *"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent*."'

In ***RBI v. S. Mani [(2005) 5 SCC 100]*** a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous.

In light of the law laid down by the Hon'ble Supreme Court, now the quesiton to be examined is whether the workman/applicant discharged his burden of proving that he was in continuous employment for at least 240 days in the year preceding his date of retrenchment or not?

In this regard on behalf of workman an application was moved for summoning the documents i.e. daily attendance sheets, Utpadan Log Sheet till the date of retrenchment of his services to which the objections were filed. This Tribunal after taking into consideration disposed of the application by an order dated 3.9.2013, the relevant portion of which reads as under:-

> "*Hon'ble Gujrat High Court in Director, Fisheries Terminal Division Vs. Bhakubhai Meghajibhai Chavda 2010 AIR SCW 542; has observed that for proving 240 days' continuous working, the workman would have difficulty in having access to all official documents, muster rolls etc.in connection with his service, therefore, the burden of proof shifts to the employer to prove that he did not complete 240 days of service in requisite period to constitute continuous service.*
>
> *Hence, in view of the law laid down by the Hon'ble Gujrat High Court, the management of the Central Silver Plang, KVIC cannot escape from its legitimate responsibility as admittedly the workman worked under the control of the OP No.1 & 2. The issue that who was the supplier of man force is secondary. The workman has submitted that to substantiate his pleadings it is necessary to summon documents for the period December 2007 till his termination, and accordingly he has summoned relevant documents which in possession of the management to prove his working with the opposite party.*
>
> *Accordingly the management of the Central Silver Plant, KVIC is directed to file the documents detailed in para 1(i) & (ii) of the application W-10 Application for summoning the documents is disposed of accordingly*."

In response to the same the respondents no.1 & 2 filed a document titled as 'kendriya pooni sanyantra, khadi aur gramodyog ayog, audyogik khestra, Amawa Road, Rae-bareli'. From the perusal of said documents it clearly established that workman worked and discharged his duties as causal employee for more than 240 days prior to retrenchment of his services in the last preceding calendar year. Workman in Para-2 of the claim statement has categorically stated as under:-

> "*That it is much relevant to mention here that the workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the machines of the principal employer i.e. Central Silver Plant, KVIC, Rae-bareli*."

In response to the same on behalf of respondents no.1 & 2 in their written statement it has been stated as under:-

> "*That the contents of paras-1 to 4 of the claim statement are absolutely false and concocted hence denied. In reply it is stated that the applicant was never employed with Central Silver Plant, KVIC, Rae-bareli, but was in fact a contract labour deployed by a contractor to the Central Silver Plant, KVIC, Rae-bareli M/s. Black Hound Security Services (P) Ltd. 261, Sadar Bazar Jhansi, U.P. that too as per exigencies of work*."

Keeping in view the said facts, material evidence and documents available on record the best evidence is with the respondents to prove and establish as per Section 106 of Indian Evidence Act 1872 that workman has not worked and discharged his duties for 240 days prior to his retrenchment. However, the respondents no.1 & 2 failed to discharge their burden that assertion as made by the workman on the point in issue is totally incorrect and wrong.

In addition to the said facts in his evidence on affidavit (examination in chief) the respondents no.1 & 2 categorically stated that he has worked 240 days in the preceding calendar year from the date of his termination/retrenchment. In the cross examination he has also categorically stated in this regard. Moreover on behalf of respondents no.1 & 2 in support of their case an affidavit of one Sri Avdhesh Kumar Dixit who is working on the post of 'Audyogik Sharmik Sherni-2' was filed (examination in chief) and in the said affidavit only in it has been stated the workman is an employee of the contractor as per agreement entered into between the establishment and the contractor and his services were disengaged by the contractor. Even in the cross examination he has not disputed the said facts.

Thus in view of the said facts and evidence it clearly establishes that the applicant/workman has worked and discharged his duties for more than 240 days in the preceding twelve months prior to the date of termination/retrenchment of his services.

Accordingly, question which is to be considered that what relief the workman/applicant is entitled?

Answer to the said question finds place in the judgment of the Hon'ble Madhya Pradesh High Court in its judgment and order dated 4.4.2024 passed in the case of ***Chief Medical & Health Officer Versus Umrao Singh reported in 2024 (182) FLR 882*** has held as under:-

> "4. *Considered the submissions made by counsel for parties.*

5. The Supreme Court in the case of Bharat Sanchar Nigam Limited Vs. Bhurumal, reported in (2014) 7 SCC 177 has held as under:-

> *"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*

6. The Supreme Court in the case of Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.

7. The Supreme Court in the case of Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another, reported in (2014) 7 SCC 190 has held as under:-

> *"19. The following passages from the said judgment would reflect the earlier decisions of this Court on the question of reinstatement:(BSNL case, SCC pp. 187-88, paras 29-30)*
>
> *"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In BSNL v. Man Singh, this Court has held that when the termination is set aside because of violation of Section 25-F of the Industrial Disputes Act, it is not necessary that relief of reinstatement be also given as a matter of right. In Incharge Officer v. Shankar Shetty, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.*
>
> *30. In this judgment of Shankar Shetty, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)*
>
> > *'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of Section 25-F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.*
> >
> > *3. In Jagbir Singh v. Haryana State Agriculture Mktg. Board, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, Uttaranchal Forest Development Corpn. v. M.C. Joshi, State of M.P. v. Lalit Kumar Verma, M.P. Admn. v. Tribhuban, Sita Ram v. Moti Lal Nehru Farmers Training Institute, Jaipur Development Authority v.Ramsahai, GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula and stated as follows: (Jagbir Singh case, SCC pp. 330 & 335, paras 7 & 14)*
> >
> > *"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure.Compensation instead of reinstatement has been held to meet the ends of justice.*
>
> *14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily-wager who does not hold a post and a permanent employee."*
>
> *21. We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had*

it been a case where the issue is limited only to the validity of termination, Appellant 1 would not be entitled to reinstatement....."

8. The Supreme Court in the case of O.P.Bhandari Vs. Indian Tourism Development Corporation Limited and others reported in (1986) 4 SCC 337 has held as under :-

"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer- employee relations in public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar" employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective -- a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community,

(2) social justice for workers, consumers and the people, and

(3) reasonable return on the public funds invested in the undertaking.

7. It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."

9. The Supreme Court in the case of Ghaziabad Development Authority Vs. Ashok Kumar, reported in (2008) 4 SCC 261 has held that statutory authorities are obligated to make recruitments only upon compliance of Articles 14 and 16 of the Constitution of India. Any appointment in violation of the said constitutional scheme as also the statutory recruitment rules, if any, would be void and, under these circumstances, it was held at Workman is entitled for compensation in lieu of reinstatement.

10. The Supreme Court in the case of Mahboob Deepak Vs. Nagar Panchayat, reported in (2008) 1 SCC 575, has held that merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized. At the most, interest of justice will be subserved if payment of sum of Rs.50,000/- by way of damages is made to the Workman.

11. Similar law has been laid down by the Supreme Court in the case of Uttar Pradesh State Electricity Board Vs. Laxmi Kant Gupta, reported in 2009(16) SCC 562, Senior Superintendent Telegraph Vs. Santosh Kumar Seal, reported in 2010(6) SCC 773, Assistant Engineer Rajasthan Development Vs. Gitam Singh, reported in 2013(5) SCC 136."

Accordingly in view of the facts of the present case as well as law referred hereinabove it is clear that retrenchment/termination of service of workman is in contravention to the provisions of Section 25-F of the Industrial Disputes Act. Thus he is entitled for compensation and not for reinstatement. Further in the present case the workman Kamta Prasad was engaged as casual employee In December, 2001 and his services were terminated/retrenched on 04.03.2010. So, taking into consideration the facts of the case the workman is not entitled for reinstatement in services rather it will be appropriate to award a compensation of sum of Rs. 4 Lakhs (Rupees Four Lakhs only) to the workman/applicant against the respondents.

AWARD

For the foregoing reasons the workman/applicant is only entitled for compensation of sum of Rs. 4 Lakhs (Rupees Four Lakhs only) and the same should have be paid to the applicant within a period of three months by the respondents from the date of publication of the award.

And workman is not entitled for reinstatement in services.

Justice ANIL KUMAR, Presiding Officer

LUCKNOW.

06th March, 2025

Let two copies of this award be sent to the Ministry for publication.

नई दिल्ली, 12 जून, 2025

का.आ. 1050.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स सेंट्रल सिल्वर प्लांट; मेसर्स ब्लैक हाउंड सिक्योरिटी सर्विसेज प्राइवेट लिमिटेड; मेसर्स मार्स नेटवर्क सिक्योरिटी सर्विसेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री सत्य देव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-25/2011)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-85]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1050.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 25/2011)** of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Silver Plant; M/s Black Hound Security Services Pvt. Ltd.; M/s Mars Network Security Services** and **Shri Satya Dev** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No Z-16025/04/2025-IR(M)-85]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-cum-Labour Court, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 25 of 2011

Satya Dev S/o Sri Shyam Bihari

R/o Village - Kaptan Ka Purva, PO-Matiha

District Rae-bareli .....Applicant/Workman

Versus

1. M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli,
   Through its Project Manager;
2. Project Manager
   M/s. Central Sliver Plant,
   Khadi Village & Industries Commission,
   Amawan Road, Rae-bareli;
3. M/s. Black Hound Security Services (P) Ltd.
   261, Sadar Bazar District Jhansi
   through its Managing Director;
4. M/s. Mars Network Security Services,
   Head Office at 435, Lakhanpur, Vikas Nagar,
   District Kanpur through its Manager ....Employers/Opp.Parties

Judgment

Heard Sri R.K. Verma learned counsel for the workman and Sri Adarsh Jagdhari, learned counsel for the respondent no. 1 & 2.

Case of the workman:

Sri R.K. Verma learned counsel for the workman on the basis of pleading in the application u/s 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) submits and under:

"1. The workman was initially engaged on 08.04.2004 by the employer ie. Project Manager, M/S. Central Sliver Plant, Khadi Village & Industries Commission, Amawan Road, Raibareli and since then the workman had been continuously working till his oral termination on 17.03.2010 in the department of carding, Daffer and blowroom.

2. The workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the Machines of the principal employer ie. Central Sliver Plant, KVIC, Raibareli.

3. That the monthly salary was being paid to the tune of Rs. 2900/- after deduction of contribution of provident Fund as well as E.S.I..

4. The work, conduct, performance and behaviour of the workman has always been found as excellent and no complaint, show cause notice or any such charge sheet has been served to the workman during his whole service period by the employers.

5. The services of the workman has wrongly been terminated/retrenched orally on 17.03.2010 without any thyme and reason and prior To termination/retrenchment neither any notice nor notice pay in lieu thereof has making such been given to the workman by the aforesaid employers, as such the employers have contravened and violated Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as L.D. Act).

6. The work for which the workman was engaged is perennial in nature and is still available and in place of the workman some new workmen have been newly engaged through the contractor.

7. About 21 workmen were engaged as on daily wager basis and all workmen have completed about 10 to 6 years continuous service were become eligible for regularization but in lieu of making regularization, their services have been terminated/retrenched orally from the month of February 2010 to March 2010 without following due process of law violating certain provisions under Section 25-F of the 1.D.Act, 1947, which is mandatory.

8. The workmen are working under the supervision and control of the aforesaid employer on the various machines of the establishment for the work of Comber fitter, Simplex, Carding, Blowroom, Daffer etc. which relates the perennial in nature of work.

9. The concerned workmen are being shown the employee of the Contractor by the principal employer and the detail of the said contractor had never been furnished and the said contractor was not having such license under certain provisions of the Contract Labour (Regulation & Abolition) Act, 1970 to supply the labour.

10. For proving the case of the workmen to the effect that the workmen are working under the supervision and control of the project Manager, the relevant paper namely known as DAILY ATTENDANCE SHEET as well as the UTPADAN LOG SHEET are liable to be summoned from the principal employer for last several years.

11. The concerned workmen moved an I.R.C.P. CASE No. 02/2010 before the Deputy Labour Commissioner/Conciliation Officer making request to reconcile/adjudicate the matter in respect of the grievance, which belongs to unfair labour practice , the prayer of the workmen was following herein as under :-

(i) The services of the workmen be regularized.

(ii) The services of the workmen may not be terminated during pendency of the conciliation proceedings.

(iii) The Minimum wages till regularization shall be paid.

(iv) The benefits at par with the regular employees shall be given to the workmen like Bonus, Leave encashment, Holidays, Medical Leave and other facilities which are being provided to the regular employees of the establishment."

Accordingly, Sri R.K. Verma learned counsel for the workman submits that as the conciliation proceedings have failed so applicant has filed the present industrial dispute u/s 2A of the Act.

In view of the said factual background on the basis of pleadings, taken by applicant in his claim petition, challenged the oral order of termination/retrenchment of workman dated 17.03.2010 on the following grounds:

> "(i) Because the services of the workman has been terminated/retrenched in contravention of section 25-F of the LD.Act, 1947.
>
> (ii) Because the workman has completed more than 240 days in each and every calendar year since his initial date of engagement December 2004.
>
> (iii) Because the alleged contractors i.e. opposite party No. 3 and 4 are not having license under certain provisions of the Contractor Labour (Regulation & Abolition) Act, 1970.
>
> (iv) Because the work, conduct, performance and behaviour of the workman has always been found excellent by his superiors and no complaint, no show cause notice or charge sheet has been served to the workman in his whole service period.
>
> (v) Because the new persons have been engaged in place of the workman, as such, such act of the employer is violative to Section 25-G and Section 25-H of the I.D.Act, 1947.
>
> (vi) Because the entire act of the employers amounts to unfair Labour practice under L.D.Act, 1947.
>
> (vii) Because the workman is entitled to get reinstatement with continuity of service along with all the resultant and consequential benefits.
>
> (viii) Because the workman is entitled for regularization for want of his length of continuous service."

Accordingly, applicant has made following prayer:

> "(a) to set aside the oral termination of the workman w.e.f. 17.03.2010 directing the principal employer to reinstate the workman in his service with continuity of service with full back wages along with all the resultant and consequential benefits for the same and
>
> (b) to regularize the services of the workman and be paid salary at par with the similarly situated regular employees."

Accordingly, it is submitted by Sri R.K. Verma, learned counsel for workman that oral order of termination be set aside and workman be reinstated in service with continuity of service and full back wages.

Submissions on behalf of Central Silver Plant, KVIC, Rae-bareli:

Sri Adarsh Jagdhari learned counsel on behalf of opposite party no.1 submits as under:-

The Central Silver Plant, KVIC situated at Rae-bareli is governed and controlled by the Government of India and as such, it has its own settled principles of rules of recruitment. The applicant was never appointed by Central Silver Plant, KVIC, Rae-bareli but in fact he was deployed to the Central Silver Plant, KVIC by a contractor namely M/s. Black Hound Security Services (P) Ltd., Jhansi which too as per the exigency of work after an agreement entered into with M/s. Black Hound Security Services (P) Ltd. The period of contract with M/s. Black Hound Security Services came to an end and thereafter a fresh agreement was entered into between the establishment and respondent no.4 i.e. M/s. Mars Network Security Services, Vikas Nagar, Kanpur and the workman was sent to the establishment by the said contractor to work the applicant as contract labour. Accordingly it was submitted by the learned counsel for the respondent that the workman is a contract labour supplied through agency to the establishment as per the exigency of work. So there was no master or servant relationship between the establishment and the workman rather they are the workers of labour contractors, hence, it is well settled principal of law as has been laid down by the Hon'ble Apex Court in a catena of decisions that a contract labour can in no circumstances become the employee of the establishment, creating a direct relationship of master and servant with the establishment. The Contract Labour (Regulation and Abolition) Act 1970 neither contemplates creation of direct relationship of Master and servant between the Principal Employer and the Contract Labour nor can such a relationship be implied from the provisions of Act.

Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 on the basis of above said facts as stated in the written statement has argued that the workman is not an employee of the establishment rather he was supplied by the agency and thus the services were retrenched by the contractor who had supplied the workman. Accordingly it was also submitted that as the workman had been engaged as per exigency of work and was not working against regular and sanctioned post so he was not entitled for any relief and the present I.D. case filed under Section 2-A of the Act by the workman is liable to be dismissed keeping in view the law as laid down by the Hon'ble Apex Court in the case of Kilsokar Brothers Ltd. Versus Ramcharan & others reported in 2023 LLR 1.

Further in spite of notices issued to the respondent no.3 they did not file the written statement nor bring any material on record in support of their case. The opposite party no.4 filed their written statement. On behalf of applicant the rebuttal to the written statement was also filed and thereafter the parties had filed evidences and pleadings in support of their case.

Accordingly, Sri Adarsh Jagdhari, Learned counsel for the respondents no.1 & 2 submitted that claim petition, filed by workman, lacks merit, liable to be dismissed.

Finding & Conclusion:

I have heard the Learned Counsel for the parties and gone through the records.

The workman was initially engaged as casual labour on 08.04.2004 and in the said capacity he worked and discharged his duties till 17.3.2010 when his services were terminated/retrenched. Now the first point which is to be considered is to the effect that if the workman had been engaged through contractor i.e. opposite parties no.3 & 4 and he had been working and discharging his duties with M/s Central Silver Plant, KVIC, Rae-bareli then in that circumstances whether the respondent no.1 falls within the ambit and scope of definition of 'Principal Employer' or not?

In the case of ***Kirloskar Brothers Limited Versus Ram charan & others reported in 2023 LLR 1*** the Hon'ble Supreme Court held as under:-

> "*3.2 It is submitted that neither Section 10 of the CLRA Act, nor any other provision in the Act, whether expressly or by necessary implication, provides for absorption of contract labour in the absence of a notification by an appropriate Government, namely, in the present case, the State Government, under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. It is submitted that in the present case, admittedly, no notification under Section 10 of the CLRA Act has been issued. It is submitted that therefore, in the absence of a notification under Section 10 of the CLRA Act, which can only be passed by the appropriate Government, the Industrial Court could have given relief to the workmen only if they had claimed and proved by leading cogent evidence that the contract with the contractor was a sham. It is further submitted that in the present case, there was no such allegation or pleading or finding arrived at by any Court that the contract between the parties was a sham and not genuine. Heavy reliance is placed upon the decisions of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors., (2001) 7 SCC 1 (paras 65, 108, 109, 120 and 125) and International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (2009) 13 SCC 374 (paras 36, 37 to 40, 53.13, 56).*
>
> *4.1 On going through the entire material on record, no documentary evidence was produced, by which it can be said that the contesting respondents were the employees of the appellant. There is no provision under Section 10 of the CLRA Act that the workers/employees employed by the contractor automatically become the employees of the appellant and/or the employees of the contractor shall be entitled for automatic absorption and/or they become the employees of the principal employer. It is to be noted that even the direct control and supervision of the contesting respondents was always with the contractor. There is no evidence on record that any of the respondents were given any benefits, uniform or punching cards by the appellant.*
>
> *4.2 Under the contract and even under the provisions of the CLRA, a duty was cast upon the appellant to pay all statutory dues, including salary of the workmen, payment of PF contribution, and in case of non- payment of the same by the contractor, after making such payment, the same can be deducted from the contractor's bill. Therefore, merely because sometimes the payment of salary was made and/or PF contribution was paid by the appellant, which was due to non-payment of the same by the contractor, the contesting respondents shall not automatically become the employees of the principal employer – appellant herein.*
>
> *4.3 Even otherwise, as observed hereinabove, in the absence of a notification under Section 10 of the CLRA Act unless there are allegations or findings with regard to a contract being sham, private respondents herein, who are as such the workmen/employee of the contractor, cannot be held to be employees of the appellant and not of the contractor. At this stage, the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra) is required to be referred to. Following two questions fell for consideration before this Court:-*
>
> > *A. whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification, is implied in Section 10 of the CLRA Act; and*
> >
> > *B. whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour, emerges.*
>
> *4.4 After considering various decisions of this Court on the point, in paragraph 125, it was concluded as under:-*

"125. The upshot of the above discussion is outlined thus:

(1)(a) Before 28-1-1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression "appropriate Government" as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government;

(b) After the said date in view of the new definition of that expression, the answer to the question referred to above, has to be found in clause (a) of Section 2 of the Industrial Disputes Act; if (i) the Central Government company/undertaking concerned or any undertaking concerned is included therein eo nomine, or (ii) any industry is carried on (a) by or under the authority of the Central Government, or (b) by a railway company; or (c) by a specified controlled industry, then the Central Government will be the appropriate Government; otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.

(2)(a) A notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour in any process, operation or other work in any establishment has to be issued by the appropriate Government:

> *(1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and*
>
> *(2) having regard to*
>
> > *(i) conditions of work and benefits provided for the contract labour in the establishment in question, and*
> >
> > *(ii) other relevant factors including those mentioned in sub-section (2) of Section 10;*

(b) Inasmuch as the impugned notification issued by the Central Government on 9-12-1976 does not satisfy the aforesaid requirements of Section 10, it is quashed but we do so prospectively i.e. from the date of this judgment and subject to the clarification that on the basis of this judgment no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.

(3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment.Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

(4) We overrule the judgment of this Court in Air India case [(1997) 9 SCC 377] prospectively and declare that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of contract labour following the judgment in Air India case [(1997) 9 SCC 377] shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final.

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

4.5 Thus, as observed and held by this Court, neither Section 10 of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under Section 10(1) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder.

4.6 In the present case, neither any notification under Section 10(1) of the CLRA Act has been issued prohibiting the contract labour, nor there are allegations and/or even findings that the contract is sham and bogus and/or camouflage.

4.7 In the case of International Airport Authority of India Vs. International Air Cargo Workers' Union and Anr. (supra), after considering the decision of this Court in the case of Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra), it has been observed and held by this Court that where there is no abolition of contract labour under Section 10 of the CLRA Act, but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal, the remedy is purely under the ID Act. It is further observed that the industrial adjudicator can grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employee and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short, who has direct control over the employee. It is further observed that where there is no notification under Section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract was a sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It has further been observed in paragraphs 38 and 39 as under :-

"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.

39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor."

Reverting to the facts of the present case and from the material exchanged by the parties and documents available on record, the position which emerges out that on behalf of workman a document namely I.D. Card was filed which was issued by Employee State Insurance Corporation in which the name of the workman employer code and address of the employer was mentioned. In the written statement the said document was not categorically denied by the respondent

no.1. Further on behalf of the workman as per Rule 78(1)(a)(2) of Minimum Wages Act, extract of register of wages was filed of one worker and from the perusal of said extract it establishes that the name and address has been as KVIC, Rae-bareli.

In rebuttal to the said document no material document on behalf of respondent no.1 was filed to establish its case that the respondent no.1 is an Employer. Workman in his evidence filed on affidavit (examination in chief) has stated that he was engaged in the establishment KVIC, Rae-bareli and services were retrenched on 17.3.2010 by the authority of respondent no.1. in his chief examination he has also submitted that his ESI/EPF had been deducted from the wages which is paid to him each and every month by the respondent no.1/authority of the respondent no.1 i.e. Factory Incharge Sri Balwant Singh.

Thus keeping in view the said facts and law as laid down by the Hon'ble Apex Court in the case of Kisloskar Brothers Limited Versus Ramcharan & others in the absence of any notification under Section 10 of Contract Labour (Regulation & Abolition) Act 1970 on the basis of material documents and facts which are stated hereinabove it clearly established that the respondent no.1 M/s. Central Silver Plant, KVIC, Rae-bareli was the principal employer of workman/applicant.

Thus, the next point to be considered is whether the services of workman has been terminated in violation of provisions of section 25 F of the act or not? Once he had worked for more than 240 days continuously in last 12 months preceding the date of alleged termination.

In order to decide the same it will be appropriate to have a glance to the provisions of section 25 F of the Act, which reads as under:

> "**25F. Conditions precedent to retrenchment of workmen**.--
>
> *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until--*
>
> *(a) the workman has been given one months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
>
> *(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
>
> *(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette*."

A perusal of Section 25-F of the Act reveals that in order to claim the benefit of Section 25-F, the workman needs to prove that she has been in continuous service for not less than one year from the date of his retrenchment. Section 25B of the Act stipulates that a person who has worked for a period of 240 days in the preceding year is deemed to be in continuous service for a period of one year. The relevant extract from Section 25B is produced below for reference:

> "**25B. Definition of continuous service**.
>
> *For the purposes of this Chapter:*
>
> *(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the workman;*
>
> *(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--*
>
> *(3) or a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--*
>
> *(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and*
>
> *(ii) two hundred and forty days, in any other case*;"

Taking into consideration the above said facts, next point to be considered that whether the worker has worked for more than 240 days in last preceding twelve months from the date of alleged termination. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgment of ***R.M. Yellatti v. Asstt. Executive Engineer, (2006) 1 SCC 106***; the relevant paragraph is extracted below:

"*17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case*."

These principles were reiterated by the Hon'ble Supreme Court in ***Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi, (2009) 11 SCC 522***, and the law on this subject was traced as under in paragraphs 8 to 10 which are reproduced as under:-

"8. ***In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan [(2004) 8 SCC 161]*** *the position was again reiterated in para 6 as follows : (SCC p.163)*

'6. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in ***Range Forest Officer v.S.T. Hadimani [(2002) 3 SCC 25]****. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.'*

9. **In Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195]** *it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment.*

In ***M.P. Electricity Board v. Hariram [(2004) 8 SCC 246]*** *the position was again reiterated in para 11 as follows : (SCC p. 250)*

'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in ***Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195]*** *wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents. This is what this Court had to say in that regard: (SCC p. 198, para 15)*

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."'

In ***RBI v. S. Mani [(2005) 5 SCC 100]*** a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous.

In light of the law laid down by the Hon'ble Supreme Court, now the quesiton to be examined is whether the workman/applicant discharged his burden of proving that he was in continuous employment for at least 240 days in the year preceding his date of retrenchment or not?

In this regard on behalf of workman an application was moved for summoning the documents i.e. daily attendance sheets, Utpadan Log Sheet till the date of retrenchment of his services to which the objections were filed. This Tribunal after taking into consideration disposed of the application by an order dated 3.9.2013, the relevant portion of which reads as under:-

> "*Hon'ble Gujrat High Court in Director, Fisheries Terminal Division Vs. Bhakubhai Meghajibhai Chavda 2010 AIR SCW 542; has observed that for proving 240 days' continuous working, the workman would have difficulty in having access to all official documents, muster rolls etc.in connection with his service, therefore, the burden of proof shifts to the employer to prove that he did not complete 240 days of service in requisite period to constitute continuous service.*
>
> *Hence, in view of the law laid down by the Hon'ble Gujrat High Court, the management of the Central Silver Plang, KVIC cannot escape from its legitimate responsibility as admittedly the workman worked under the control of the OP No.1 & 2. The issue that who was the supplier of man force is secondary. The workman has submitted that to substantiate his pleadings it is necessary to summon documents for the period December 2007 till his termination, and accordingly he has summoned relevant documents which in possession of the management to prove his working with the opposite party.*
>
> *Accordingly the management of the Central Silver Plant, KVIC is directed to file the documents detailed in para 1(i) & (ii) of the application W-10 Application for summoning the documents is disposed of accordingly*."

In response to the same the respondents no.1 & 2 filed a document titled as 'kendriya pooni sanyantra, khadi aur gramodyog ayog, audyogik khestra, Amawa Road, Rae-bareli'. From the perusal of said documents it clearly established that workman worked and discharged his duties as causal employee for more than 240 days prior to retrenchment of his services in the last preceding calendar year. Workman in Para-2 of the claim statement has categorically stated as under:-

> "*That it is much relevant to mention here that the workman has rendered his services more than 240 days in each and every calendar year from his date of engagement without any break even no holidays has been given to the workman and has worked on the machines of the principal employer i.e. Central Silver Plant, KVIC, Rae-bareli*."

In response to the same on behalf of respondents no.1 & 2 in their written statement it has been stated as under:-

> "*That the contents of paras-1 to 4 of the claim statement are absolutely false and concocted hence denied. In reply it is stated that the applicant was never employed with Central Silver Plant, KVIC, Rae-bareli, but was in fact a contract labour deployed by a contractor to the Central Silver Plant, KVIC, Rae-bareli M/s. Black Hound Security Services (P) Ltd. 261, Sadar Bazar Jhansi, U.P. that too as per exigencies of work*."

Keeping in view the said facts, material evidence and documents available on record the best evidence is with the respondents to prove and establish as per Section 106 of Indian Evidence Act 1872 that workman has not worked and discharged his duties for 240 days prior to his retrenchment. However, the respondents no.1 & 2 failed to discharge their burden that assertion as made by the workman on the point in issue is totally incorrect and wrong.

In addition to the said facts in his evidence on affidavit (examination in chief) the respondents no.1 & 2 categorically stated that he has worked 240 days in the preceding calendar year from the date of his termination/retrenchment. In the cross examination he has also categorically stated in this regard. Moreover on behalf of respondents no.1 & 2 in support of their case an affidavit of one Sri Avdhesh Kumar Dixit who is working on the post of 'Audyogik Sharmik Sherni-2' was filed (examination in chief) and in the said affidavit only in it has been stated the workman is an employee of the contractor as per agreement entered into between the establishment and the contractor and his services were disengaged by the contractor. Even in the cross examination he has not disputed the said facts.

Thus in view of the said facts and evidence it clearly establishes that the applicant/workman has worked and discharged his duties for more than 240 days in the preceding twelve months prior to the date of termination/retrenchment of his services.

Accordingly, question which is to be considered that what relief the workman/applicant is entitled?

Answer to the said question finds place in the judgment of the Hon'ble Madhya Pradesh High Court in its judgment and order dated 4.4.2024 passed in the case of ***Chief Medical & Health Officer Versus Umrao Singh reported in 2024 (182) FLR 882*** has held as under:-

> "4. *Considered the submissions made by counsel for parties.*

5. The Supreme Court in the case of Bharat Sanchar Nigam Limited Vs. Bhurumal, reported in (2014) 7 SCC 177 has held as under:-

> *"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*

6. The Supreme Court in the case of Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.

7. The Supreme Court in the case of Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another, reported in (2014) 7 SCC 190 has held as under:-

> *"19. The following passages from the said judgment would reflect the earlier decisions of this Court on the question of reinstatement:(BSNL case, SCC pp. 187-88, paras 29-30)*
>
> *"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In BSNL v. Man Singh, this Court has held that when the termination is set aside because of violation of Section 25-F of the Industrial Disputes Act, it is not necessary that relief of reinstatement be also given as a matter of right. In Incharge Officer v. Shankar Shetty, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.*
>
> *30. In this judgment of Shankar Shetty, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)*
>
> > *'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of Section 25-F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.*
> >
> > *3. In Jagbir Singh v. Haryana State Agriculture Mktg. Board, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, Uttaranchal Forest Development Corpn. v. M.C. Joshi, State of M.P. v. Lalit Kumar Verma, M.P. Admn. v. Tribhuban, Sita Ram v. Moti Lal Nehru Farmers Training Institute, Jaipur Development Authority v.Ramsahai, GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula and stated as follows: (Jagbir Singh case, SCC pp. 330 & 335, paras 7 & 14)*
> >
> > *"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure.Compensation instead of reinstatement has been held to meet the ends of justice.*
>
> *14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily-wager who does not hold a post and a permanent employee."*
>
> *21. We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had*

it been a case where the issue is limited only to the validity of termination, Appellant 1 would not be entitled to reinstatement....."

8. The Supreme Court in the case of O.P.Bhandari Vs. Indian Tourism Development Corporation Limited and others reported in (1986) 4 SCC 337 has held as under :-

"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer- employee relations in public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar" employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective -- a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community,

(2) social justice for workers, consumers and the people, and

(3) reasonable return on the public funds invested in the undertaking.

7. It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."

9. The Supreme Court in the case of Ghaziabad Development Authority Vs. Ashok Kumar, reported in (2008) 4 SCC 261 has held that statutory authorities are obligated to make recruitments only upon compliance of Articles 14 and 16 of the Constitution of India. Any appointment in violation of the said constitutional scheme as also the statutory recruitment rules, if any, would be void and, under these circumstances, it was held at Workman is entitled for compensation in lieu of reinstatement.

10. The Supreme Court in the case of Mahboob Deepak Vs. Nagar Panchayat, reported in (2008) 1 SCC 575, has held that merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized. At the most, interest of justice will be subserved if payment of sum of Rs.50,000/- by way of damages is made to the Workman.

11. Similar law has been laid down by the Supreme Court in the case of Uttar Pradesh State Electricity Board Vs. Laxmi Kant Gupta, reported in 2009(16) SCC 562, Senior Superintendent Telegraph Vs. Santosh Kumar Seal, reported in 2010(6) SCC 773, Assistant Engineer Rajasthan Development Vs. Gitam Singh, reported in 2013(5) SCC 136."

Accordingly in view of the facts of the present case as well as law referred hereinabove it is clear that retrenchment/termination of service of workman is in contravention to the provisions of Section 25-F of the Industrial Disputes Act. Thus he is entitled for compensation and not for reinstatement. Further in the present case the workman Satya Dev was engaged as casual employee on 08.04.2004 and his services were terminated/retrenched on 17.03.2010. So, taking into consideration the facts of the case the workman is not entitled for reinstatement in services rather it will be appropriate to award a compensation of sum of Rs. 3 Lakhs (Rupees Three Lakhs only) to the workman/applicant against the respondents.

AWARD

For the foregoing reasons the workman/applicant is only entitled for compensation of sum of Rs. 3 Lakhs (Rupees Three Lakhs only) and the same should have be paid to the applicant within a period of three months by the respondents from the date of publication of the award.

And workman is not entitled for reinstatement in services.

Justice ANIL KUMAR, Presiding Officer

LUCKNOW.

06th March, 2025

Let two copies of this award be sent to the Ministry for publication.

नई दिल्ली, 12 जून, 2025

का.आ. 1051.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **हरदेश ओर्स प्राइवेट लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **उनके कर्मचारी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स न.-27/2005)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. एल-26011/7/2005-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1051.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 27/2005)** of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Hardesh Ores Pvt. Ltd.** and **their workmen** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No L-26011/7/2005-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1

Mumbai

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO. CGIT-27 OF 2005

Employers in relation to the management of

Hardesh Ores Pvt. Ltd.

And

Their workmen

Appearances:

For the management	:	Mr. G.Kamat, Adv.
For the Union	:	Mr.Nilesh H.Velip.
		President of the Union

Mumbai, dated the 19TH day of May, 2025.

AWARD

Both the parties were present today and submits that the controversy which is involved in the present case has already been settled between them by way of Memorandum of Understanding entered /executed at Panjim on 14.01.2025. Copy of which have been filed by the parties on 23.4.2025. Accordingly, a request has been made by the parties that the present reference to be disposed of in terms of the Memorandum of Settlement entered between them on 14.01.2025. copy of which have been filed by the parties on 23.4.2025.

Accordingly, a request has been made by the parties that the present reference may kindly be disposed of in terms of the Memorandum of Settlement entered between them on 14.01.2025.

ORDER

For the foregoing reasons, the reference dated 09.11.2005 is disposed of in terms of Memorandum of Understanding dated 14.1.2025. the terms of he said Memorandum of Understanding is binding on both the parties.

JusticE ANIL KUMAR, Presiding Officer

नई दिल्ली, 12 जून, 2025

का.आ. 1052.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **ह्यूमन रिसोर्सेज, हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **उनके कर्मचारी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद, पंचाट (रिफरेन्स न.-36/2003)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.06.2025 को प्राप्त हुआ था।

[सं. एल -30012/6/2003-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 12th June, 2025

S.O. 1052.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 36/2003)** of the **Central Government Industrial Tribunal cum Labour Court-1, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Human Resources, Hindustan Petroleum Corp., Ltd.** and **their workman** which was received along with soft copy of the award by the Central Government on 12.06.2025.

[No L-30012/6/2003-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 36/2003

Employer in relation to the management of Human Resources, Hindustan Petroleum Corp., Ltd.

AND.

Their workman.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- Sri N.K. Trivedi, Ld. Advocate.

For the workman. :- None.

State : Jharkhand. Industry:- Petroleum & Natural Gas

Dated 30/05/2025

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order

No. L-30012/6/2003-(IR(M)) dated 22/04/2003, has been pleased to refer the following dispute between the employer i.e. management of Human Resources, Hindustan Petroleum Corp. Ltd. and their workman through concerned workman namely Sri Manikant Bhagat for adjudication by this Tribunal:

SCHEDULE

"Whether the action of management of Hindustan Petroleum Corpn., Purnea in terminating the services of Sh. Manikant Bhagat justified? If not, to what relief he is entitled to?"

2. On receiving order no. L-30012/6/2003-(IR(M)) dated 22/04/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 36 of 2003 was registered on 20.5.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After receiving notice, Sri Ashwini Kumar, Senior Manager appeared from the side of HPCL/Employer and filed authority letter whereas Sri Manikant Bhagat, the workman appeared in person and prayed for time for filing statement of claim that was allowed but thereafter the workman never appeared before the Tribunal.

4. On perusal of the entire case record it is transpired that the workman appeared only once in this case and thereafter absented himself and has neither made any pairvi nor filed any statement of claim which shows that the workman has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed.

7. Hence,

ORDERED

that this case is hereby dismissed and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 12 जून, 2025

का.आ. 1053.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल..के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय**, जबलपुर केपंचाट(एलसी/आर-16/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को **07/05/2025** को प्राप्त हुआ था।

[सं. एल-22012/173/2013-आई.आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 12th June, 2025

S.O. 1053.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference.LC/R/16/2014*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **W.C.L,** and their workmen, received by the Central Government on 0**7*/05/2025*.**

[No L-22012/173/2013 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/16/2014

Present: P.K.Srivastava

H.J.S..(Retd)

Zonal Mahamantri,

C-Mewa, Zonal Branch – WCL,

Palachouri,

Chhindwara

Workman

Vs

The Chief General Manager,

Western Coalfields Limited,

Tansi Khan, Kanhan region,

Chhindwara

Management

(JUDGMENT)

(Passed on this 21th day of February -2025)

As per letter dated **10/02/2014** by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification **No. L-22012/173/2013-IR(CM-II)** dt.**10/02/2014**. The dispute under reference relates to:

"क्या श्री रामें"ा पवार पुत्र स्वर्गीय कामगार श्री रो"ान पिता स्वर्गीय जुगल को मुख्य महाप्रबंधक, वे0 को0 लि0 तानसी खान, कन्हान क्षेत्र, डुंगरिया, जिला छिन्दवाडा द्वारा अनुकंपा नियुक्ति न दिया जाना न्यायोचित है? यदि नही तो श्री रमें"ा पवार क्या अनुतोश पाने का अधिकारी है?

After registering a case on the basis of reference**,** notices were sent to the parties.

Case of the Applicant as taken by him in his statement of claim is that his father Roshan was appointed by Management on 11.10.1975, he died on 17.03.1999 while in service. Information of his death was given to Management by his widow on 07.05.1999. She also applied for compassionate appointment being widow of the Workman Roshan after fulfilling all the formalities and filing documents. Management informed her vide its communication dated 27.05.1999 to file the Death Certificate of the Workman Roshan in original and also to file Succession Certificate for receiving Gratuity Provident Fund Amount. The Widow filed the Succession Certificate on 02.11.2005 and 12.11.2005 after she got it from Court on 20.10.2005 but even after that the widow of Workman Roshan ie; the mother of the Applicant, was not given the gratuity as well Provident Fund of her deceased husband nor was granted appointment on compassionate basis. She made another representation to Management on various dates that is 26.05.2006 and 23.09.2006, but of no avail. Thereafter, the applicant made a representation before Management for his appointment on compassionate ground as dependant of his father which was also refused. Hence,this reference.

The applicant has thus prayed that he be held entitled for compassionate appointment as dependant of his deceased father Roshan.

Case of the Management, as taken by them in their written statement of defense is that the Workman Roshan died on 17.03.1999 leaving behind him his widow Jamuna Bai, and six children who are Suresh and Applicant Ramesh, his sons and four daughters. One another women Sevanti Bai also claimed herself to be wife and widow of the deceased Workman and put her claim on his retiral and death benefits of Roshan. Sevanti Bai filed an application for Succession Certificate of the Workman Roshan before Civil Court at Chhindwara which was Case No. 54/2000. A succession certificate was issued by Court in her favour. Jamuna Bai also filed a Case No. 19/2001 before Civil Court, and succession certificate was issued in her favour also vide order dated 20.10.2005. Sevanti Bai filed Appeal No. 33/2006 against the order of Civil Court issuing Succession Certificate in favour of Jamuna Bai, which was dismissed. She further approached Hon'ble High Court of M.P. at Jabalpur against the order. In the meanwhile, the Applicant Ramesh submitted his application for dependant appointment without submitting no objection certificate form of the other dependants, also the name of his father was recorded as Sumerlal in his transfer certificate filed by him.

According to the Management, as per Clause 9.3.4. of NCWA the age of dependant seeking dependant appointment should not exceed 35 years at the time of seeking appointment whereas the Applicant Ramesh had exceeded the age limit hence was not entitled for compassionate appointment.

Management has further contended that Jamuna Bai, who is the widow of the Workman and mother of the Applicant was given gratuity and other dues of her deceased husband under order of the competent Authority in this respect passed on 24.07.2006.

Management has thus requested the reference be answered against the Applicant.

Both the sides have filed affidavits as their examination-in-chief and have been cross-examined before opposite party.

The applicant side has filed Death Certificate of the Workman, certificate of Mines Manager, Letter of Management to Jamuna Bai requiring succession certificate from her, and other letter of Management to Jamuna Bai

requiring her to file original death certificate of the deceased husband, letter of Jamuna Bai to Mines Manager by which she filed succession certificate, three other letters of Jamuna Bai to Mines Manager seeking both benefit and dependant appointment for her son applicant Ramesh, succession certificate in favour of Jamuna Bai issued by Court, petition of Civil Revision No. 277/2006 filed by Sevanti Bai before Hon'ble High Court of M.P. at Jabalpur and order passed dismissing the Revision, letter of applicant sent to Management providing clarification, another letter of Jamuna Bai with respect to dependant appointment to applicant which are marked as Exhibit W-1 to W-12. Management has filed judgement of Civil Judge in succession Case No. 09/2001, transfer certificate of the applicant and payment of gratuity certified Exhibit M-1 to M-3.

None was present at the time of argument. No written arguments have been filed by any of the parties.

I have gone through the record.

The reference itself the issue for determination in the Case in hand.

Clause 9.3.4. of the National Coal Wage Agreement, relevant for the case is being reproduced as follows:

"***the dependants to be considered for employment should be physically fit and suitable for employment and aged not more than 35 years. Provided that the age limit in case of employment of female spouse would be 45 years as given in Clause 9.5.0. In so far as male spouse is concern, there will be no age limit regarding provision of employment."***

As it is the case of the Management that claim of the Applicant for dependant appointment was not considered because he had crossed 35 years of age. The Management witness has also stated that there is no record with them seeking dependant appointment by Jamuna Bai. As it comes out from perusal of record that first proved application of Jamuna Bai seeking dependant appointment for the applicant was filed on 02/12.11.2005. The Management has filed copy of transfer certificate of the Applicant in which his date of birth was recorded as 01.07.1967 this document is Exhibit M-2. The applicant has not filed any document to show that he was below 35 years of age at the time of filing of application for seeking dependant appointment to him. Hence, the case of Management is that the Applicant Ramesh Pawar was not illegible to be considered for dependant appointment because he had crossed 35 years of age on the date of the prayer held proved.

As regards the second ground taken by Management that no objection certificate by other dependants of the deceased workman were also not produced is also held proved in absence to the contrary.

In the light of above discussion and findings, the reference is answered as follows.

AWARD

The action of Management of SECL in not granting Dependant Appointment to the Applicant on the death of his father Roshan is held justified in law and the Applicant is held entitled to no relief.

No order as to cost.

DATE:-21/02/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 जून, 2025

का.आ. 1054.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक (ए एंड बी), आर.डी. सेल डीजी स्वास्थ्य सेवा निर्माण भवन,के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय**, जबलपुर केपंचाट(एलसी/आर-19/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को **30/06/2025** को प्राप्त हुआ था।

[सं. एल-22013/01/2025-आई.आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 12th June, 2025

S.O. 1054.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference.LC/R/19/2018*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the

Management of **Director(A&B),R.D.Cell DG Healht Service Nirman Bhawan,** and their workmen, received by the Central Government on **30*/05/2025***

[No. L-22013/01/2025 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/19/ 2018

Present: P.K.Srivastava

H.J.S..(Retd)

Deepak Tripathi,

S/o Shri Ramkrishan Tripathi,

Aged about 39 Years,

R/o House No. 40 Shivlok Phase – 3,

Khajuri Kala Road S.O.S near Balgram ,

Piplani Bhopal (M.P.)

. Workman

Vs

1. **Director (Administration & Bing)**
   R.D. Cell Director General of Health
   Services Nirman Bhawan, New Delhi –
   110108
2. **Regional Director**
   Govt. Of India Health Ministry,
   Regional Office Health and Family Welfare,
   28, Vidyanagar,
   Axis Bank ke Piche,
   Hoshangabad Bhopal

Management

(JUDGMENT)

(Passed on this 01th day of April - 2025)

The Applicant Workman has filed petition under **Section 2A (2&3)** of the **Industrial Disputes Act (in short the 'Act')** with the case that he was appointed by the Director of the Management establishment against vacancy in Group C on the Post of Data Entry Operator after vide order of management dated 22.08.2013 on a consolidated salary of Rs. 10,000/-. He worked continuously till 15.06.2017 and from 15.06.2017, his services were transferred to the Outsourcing Agency which amounted to termination of his services by the Management establishment which is illegal, arbitrary and unjust being in violation of **Section 25(F)** and **25(G)** of the Act. According to the Applicant Workman, the job for which he was engaged by management is of permanent and perennial nature, now been taken through Outsourcing Agency which is in violation of the **Contract Labour (Regulation and Abolition) Act, 1970**. The Applicant has thus prayed that setting aside his termination, he be held entitled to be reinstated with back wages and benefits.

Notices were sent to the opposite party Management and were duly served. Management did not contest the claim and did not file any written statement of defense. Since none was appearing for Management, the case proceeded Ex-parte against them vide order dated 23.11.2011.

In evidence, the Workman filed his affidavit as his examination-in-chief, he also filed and proved documents which are Exhibit W-1 Offer of his Appointment issued by Management on 20.08.2013, Office Order dated 22.08.2013 appointing the Workman which is Exhibit W-2. He has also filed and proved documents

Exhibit W-3 to W-10 different Office Orders between 10.12.2015 to 16.06.2017 issued by Management assigning him different duties.

I have heard arguments of Learned Counsel Mr. Ashok Shrivastava for Workman. None appeared for Management at any stage. Workman has filed written arguments also. I have gone through the written arguments and the records.

Before entering into any discussion, certain provisions of the Act are being reproduced as follows:

1. ***25B. Definition of continuous service.—For the purposes of this Chapter,— (1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—***

   Provided that nothing in this section shall apply to—

   (a) an undertaking in which—

   (i) less than fifty workmen are employed, or

   (ii) less than fifty workmen were employed on an average per working day in the preceding twelve months,

   (b) an undertaking set up for the construction of buildings, bridges, roads, canals, dams or for other construction work or project.

   (2) Notwithstanding anything contained in sub-section (1), the appropriate Government may, if it is satisfied that owing to such exceptional circumstances as accident in the undertaking or death of the employer or the like it is necessary so to do, by order, direct that provisions of sub-section (1) shall not apply in relation to such undertaking for such period as may be specified in the order.

2. ***25F. Conditions precedent to retrenchment of workmen.—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—***

   (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

   (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and

   (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

3. ***25 (G) - Procedure for retrenchment.—Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.***

The Workman has proved his case as stated above in his affidavit which is uncontroverted. His case is further supported by documents **Exhibit W-1** which goes to show that he was selected by the Management on the post of Date Entry Operator on the basis of Walk in Interview and on conditions mentioned in the offer, which directed that this appointment was purely temporary along with other conditions, he was offered appointment. **Exhibit W-2** is the Office Order which shows that the applicant has given a undertaking that he will not claim any right in **Industrial Disputes Act, 1947** and **Contract Labour (Regulation and Abolition) Act, 1970**. As stated above, Exhibit W-3 to W-10 are different office orders allotting him various duties.

From the above noted material as well uncontroverted affidavit it is established that the Workman was appointed on purely temporary basis by Management of the Department after a Walk-in-Interview on consolidated salary and he continued to work as such till 15.06.2017.

This is also established that he was not given any notice or compensation on termination of his services by the Management of Department on 15.06.2017.

As regards the undertaking given by the Applicant Workman that he will not claim any right or benefit in **Industrial Disputes Act, 1947 or Contract Labour Regulation and Abolition Act, 1970** it has no legal significance because, the rights are accrued to him on the basis of a legislation which are legal rights, cannot be forfeited or

waived, thus the termination of his services by the Management of the department is nothing but in violation of Section **25 (F) and 25 (G) of The Industrial Disputes Act 1947**

It also comes out that, from the date of his services were terminated by Management, the job was given to outsourcing agency and the Workman started working as an employee of Outsourcing Agency.

Thus it is a clear case of change in source of employment without changing the nature of employment ie; post and jobs assigned which is changing one set of employer with other employer though in the case in hand the employee is one and same.

Section 10 & 5 of the Contract Labour and Regulations Act, 1970 prohibited engagement of Contractor for workers of permanent and perennial nature. From the above discussion, it has been established that the work which the Applicant Workman was doing when he was an employee of the Management and when was an employee of Contractor is one and same with respect to its nature and duties. Thus, this action of Management is held to be unfair labour practice as defined under Section 2 (ra) of the Act adopted by the Management of the Department.

As regards the relief to which the Workman is entitled, has Learned Counsel has referred to ***judgment of Hon'ble M.P. High Court in the Case of State of Madhya Pradesh V.s. Amit Gautam MP No. 4189/2021***. In the case in hand, in similar circumstances the Award of reinstatement with 50% back wages, granted by Tribunal was confirmed.

Learned Counsel has further relied on another ***judgment Hon'ble High Court of MP in MP No. 6329/2022 Goverdhan Vs. Chief Municipal Officer*** which establishes the same principle. Furthermore, in the case of ***CIVIL APPEAL NO. OF 2024 (Arising out of SLP (C) No.5580 of 2024) JAGGO V.s. UNION OF INDIA & ORS.same principle has been laid down.***

On the basis of above discussion and findings the Applicant Workman is held to be entitled to be reinstated within 4 months from the date of this judgment as Temporary employee of Management Department, from the date of his disengagement by Management on 15.06.2017 but without back wages as there is no evidence on record that he was not gainfully employed during this period. He is also held to be entitled for consideration of service benefits regarding permanency of service and regularization as per rules.

Petition stands disposed accordingly.

No order as to cost.

DATE:-01/04/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 जून, 2025

का.आ. 1055.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम्स भोपाल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्यागिक अधिकरण – सह – श्रम न्यायालय**, जबलपुर केपंचाट(एलसी/आर-**57/2020**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **07/05/2025** को प्राप्त हुआ था।

[सं. एल-42012/12/2020-आई.आर. (डीयू)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 12th June, 2025

S.O. 1055.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference.LC/R/57/2020*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **AIIMS Bhopal** and their workmen, received by the Central Government on 0**7*/05/2025*.**

[No. L-42012/12/2020 – IR (DU)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/57/2020

Present: P.K.Srivastava

H.J.S.(Retd.)

1. **Smt. Manuradha Dhaiya**
   W/o Sh. Manoj Dhaiya,
   321, 9 B , Saket Nagar,
   Bhopal (M.P.) – 462024
2. **Sh. Ajeet Singh Chandel,**
   H.No. 53, Raj Samrat Colony,
   Phase – 2,
   Minal J.K. Road,
   Bhopal (M.P.0 - 462041

Workman

Vs

Director,
Akhil Bhartiya Ayurvigyan Sansthan (AIIMS)
Bhopal (M.P.0 - 462001

Management

(JUDGMENT)

(Passed on this 11th day of March-2025)

As per letter dated 24/08/2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act')as per Notification No.L-42012/12/2020(IR(DU)) dt. 24.08.2020. The dispute under reference relates to:

"क्या श्रीमति मनुराधा दहिया एवम श्री अजित सिंह चंदेल संविदा कर्मकारों को उनके सेवा पृथकीकरण पर, उनके खाते में शेष अर्जित अवकाश (Earned Leave) का नकदीकरण (Encashment of Balance Earned Leave) उनके नियोक्ता – एम्स, भोपाल द्वारा दिया जाना चाहिए? यदि हॉ, तो कितनी राशि उन्हे पृथक – पृथक देय होगी?"

1. **Facts in this case are almost undisputed,** the Workman Smt. Manuradha Dhaiya and Ajeet Singh Chandel were appointed by the Management of AIIMS Bhopal on contract basis, on 04.12.2013 for one year, their contract was to expire after one year, but was extended on yearly basis till 25.09.2018. The Management, did not extend their Work Contract further and they were disengaged.

They have prayed for amount to which the claimed to be entitled on account of encashment of balance of their Earned Leave.

Case of the Management is that, they were disengaged because their service contract was not extended further after 25.09.2018 they had preferred agent file the petition before Central Administration Tribunal, seeking permanent status and regularization which was dismissed and this order was confirmed by Hon'ble High Court of M.P. No. 970/2019 and 1009/2019, they have been paid their salary under the order of Hon'ble High Court and nothing remains to be paid.

These workman have filed affidavits as their examination in chief in which they have corroborated their case and claim. These affidavits are uncross-examined. Management has not filed any affidavit.

I have heard argument of Learned Counsel Mr. K.B. Singh for the workman and Mr. Gopi Chourasia for Management. I have gone through the record as well.

The **first objection** taken by Management is that, under Section 14 of the Administrative Tribunals Act, the Central Government has issued a notification on 22.06.2017 extending the application of the Act, on the AIIMS including AIIMS Bhopal, hence the dispute is not cognizable by this Tribunal.

I am not inclined to accept this argument of Learned Counsel for Management because it is not disputed that the Management is industry as defined under Section 2(j) of the Act, and in the light of law laid down by Hon'ble the Supreme Court in the case of **Bangalore Water Supply Board V.s. Rayappa**

Section 28 of the Administrative Tribunals Act, mentions that notwithstanding the provisions of Section 28 and Section 14 the Industrial Tribunal and Supreme Court will still have jurisdiction to decide the disputes. The relevant provisions is being reproduced as follows:

28. Exclusion of jurisdiction of Courts except the Supreme Court under article 136 of the Constitution. - On and from the date from which any jurisdiction, powers and authority becomes exercisable under this Act by a Tribunal in relation to recruitment and matters concerning recruitment to any Service or post or service matters concerning members of any Service or persons appointed to any Service or post, [no Court except-

(a)the Supreme Court; or

(b)any Industrial Tribunal, Labour Court or other authority constituted under the Industrial Disputes Act, 1947(14 of 1947) or any other corresponding law for the time being in force, shall have], or be entitled to exercise any jurisdiction, powers or authority in relation to such recruitment or matters concerning such recruitment or such service matters.

Hence, in the light of above discussion, the dispute held cognizable by this Tribunal.

Learned Counsel for workman has referred to the DOPT OM No. 12016/3/84-Estt. (L) dated 12.04.1985 as amended by DOPT OM No. 12016/2/1999/ Estt. (L) dated 12.07.1999, DOPT OM No. 12016/3/2009-Estt. (L) dated 31.01.2011 and DOPT OM No. 14028/1/2019- Estt. (L) dated 20.06.2019, the entitlement of the employees appointed on contract basis with regard to encashment of leave in their credit on termination of contract

Period of contract	***Maximum EL encashment'***
2 years or less	**No encashment**
More than 2 years upto 5 years	**50 days**
More than 5 years upto 10 years	**100 days**
More than 10 years upto 15 years	**150 days**
More than 15 years upto 20 years	**200 days**
More than 20 years upto 25 years	**250 days**
More than 25 years	**300 days**

Hence, in the light of these office memoranda, these workmen are entitled to be leave encashment, accrued to them within the period of their Contract Appointment from 2013 to 2018. Learned Counsel for Management has further stated that the dues of the Workman have been paid to them, as directed by Hon'ble High Court in the aforesaid writs. The copy of order writs is on record. Hon'ble High Court has directed the Management to pay any salary arising their, which is unpaid to the Workman and further direct to pay this unpaid salary within 30 days. It is clear that there is no direction to pay the amount in leave encashment. Hence, argument from the side of Management, fails on this point also.

AWARD

In the light of above discussions and findings, the Workman Manuradha Dhaiya and Ajeet Singh Chandel are held entitled to payment of amount accrued to them by way of encashment of their earned leave within the period of their contract of services i.e. from 04.12.2013 to 25.09.2018 on the rates as mentioned in the Office Memorandum referred to above. They are further held entitled to interest at the rate of 8% per annum on this amount from the date of termination of their services that is 25.09.2018 till payment.

The reference stand answered accordingly.

DATE:- 11/03/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 जून, 2025

का.आ. 1056.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, जबलपुर केपंचाट(एलसी/आर-58/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को **30/05/2025** को प्राप्त हुआ था।

[सं. एल-22011/41/2019-आई.आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 12th June, 2025

S.O. 1056.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference.LC/R/58/2019*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen, received by the Central Government on 30***/05/2025.***

[No. L-22011/41/2019 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/58/2019

Present: P.K.Srivastava

H.J.S.(Retd.)

Shri Manoj Kumar Mahilang & 28 Others,

R/o Village – Sonpari, Post – Godi,

Thana – Mandirhasound,

Raipur (Chhattisgarh) - 492101

Workmen

Vs

The General Manager,

Food Corporation of India,

Regional Office, Kapa,

Raipur, Distt. Raipur (Chhattisgarh) - 492005

Management

(JUDGMENT)

(Passed on this 14th day of May - 2025)

As per letter dated 10/07/2019 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act')as per Notification **No. L-22011/41/2019 (IR(CM-II))** dt. 10/07/2019. The dispute under reference relates to:

> ***"Whether the Applicants are eligible for relaxation in terms of upper age limit and academic qualification for recruitment to the post of watchman against the advertisement no. Estt.IV.DR-Watchman/01/2017 or any subsequent recruitment, in the establishment of Food Corporation of India, on the plea that they have rendered continuous service and were engaged through the contractors against the duly sanctioned vacancies/posts, or to any other better scheme of relief?"***

The case of the Workmen, as taken by them in their statement of claim, is that, they were appointed as Watchman with the Food Corporation of India in the year 2008-09 as a Contract Labour and were removed on 01.08.2014 without following procedure established by law in this respect. Vide Circular of the Management Corporation dated 16.05.2013 it was provided that, the Contractual watch and ward personnel & Security Guards, who were working in the Corporation, will have given preference by giving relaxation in the upper age limit and

academic qualification other than technical qualification at the time of recruitment. The Workmen filed representation and requested for their regularization but the representation was refused. They filed a writ petition No. 4168/2017, before Hon'ble High Court of Chhattisgarh which was decided after hearing both the sides vide order dated 04.09.2017 with following direction

"***if the Corporation had not taken any decision on the representation of the Workmen that representation will be decided within period of 2 months also that in case the grievances raised in the representation is not redressed. The Workmen shall be at liberty of reviving the petition***."

It is further the case of the Workmen that they made a representation before Corporation in their Regional Office at Raipur, with a copy of order of Hon'ble High Court and requested to consider their claim in light of Circular of Corporation dated 16.05.2013, but their representation was wrongly dismissed by the Corporation vide order dated 31.10.2017. Thereafter, they again filed Writ Petition No. 479/2018 before Hon'ble High Court, which was withdrawn by them on 12.01.2018 with a liberty to make a representation before General Manager, Regional Corporation Office at Raipur. They filed representation before the General Manager at Raipur which was also dismissed wrongly, vide order dated 08.05.2018. Thereafter, as it is the case of the Workmen, they filed the Writ Petition No. 4872/2018, which was withdrawn by then with liberty to seeking remedy before this Tribunal under provisions of Industrial Disputes Act, 1947 which was granted. **T**hereafter they raised a dispute before the Assistant Labour Commissioner Central, Raipur. After failure of conciliation, the dispute was referred to this Tribunal.

According to the Workmen, the action of General Manager of the Corporation in rejecting the representations of the Workmen vide order dated 31.10.2017 and 08.05.2018 is unjust, illegal and arbitrary, because it was passed without complying with the directions of Hon'ble High Court dated 04.09.2017, passed in the W.P. No. 4168/2017, also the impugned orders were in violation of principles of natural justice and on extraneous consideration as well oblique motives as well mala fide, hence, bad in law. The Workmen have thus prayed that they be held entitled to be given preference with respect to upper age limit and academic qualification other than technical qualification, at the time of recruitment/ appointment in the light of the Circular of the Corporation dated 16.05.2013, necessary direction be issued to Management to comply this Circular.

Management has taken a case in their written statement of defense that, these workmen were engaged through contractors and not by the Corporation. There was no employer and employee relationship between the Corporation and the Workmen, also that the names of the Workmen are not attached with the reference. Hence, it is not established that the Workmen who fided the statement of claim are those Workmen who had raised the Industrial Dispute. According to the Management Corporation, it started to appointment on Security Guards and advertisement in this respect was published, which is advertisement 01/2017 (Para 8 of the WS). The guidelines dated 16.05.2013 relied upon by the Workmen are not in existence as it is clarified letter of Headquarter, dated 08.11.2017, hence, recruitment was to be made in accordance with the Circular of the Food Corporation of the Management dated 09.08.2016.

The Management has accordingly prayed that, the reference be answered against the Workmen.

In evidence, the Workmen have filed photocopy of reference, photocopy of their petition before Labour Commissioner, Photocopy of petition, photocopy of Order dated 04.09.2017 passed by Hon'ble High Court of Chhattisgarh in W.P. No. 4168/2018, photocopy of order of Hon'ble High Court of Chhattisgarh passed in W.P. No. 479/2018, photocopy of order of General Manager passed on 31.10.2017 and 08.05.2018, photocopy of recruitment notification No. 01/2017 all admitted by Management side, marked as Exhibit W-1 to W-8.

They have further filed affidavits of the Workmen Manoj Kumar, Raj Kumar, P. Subba Rao, Dinesh Sahu, as their examination in chief, they have been cross-examined by Management.

The Management has filed affidavit of its witness Trilok Singh Rana Assistant General Manager, he has not been put to cross-examination. Management has filed photocopy documents which are photocopy of reference, tender documents, order of Management dated 31.10.2017 and recruitment notification of these documents are already filed by Workmen side. I have heard argument of Learned Counsel for the Workmen Mr. Sunil Mishra and Mr. Shailendra Pandey Learned Counsel for Management. I have gone through the record as well.

On the perusal of record in the light of rival arguments, the reference itself arises to be the issue for determination.

An argument has been made by Learned Counsel for Management, and he has also filed an application on 20.02.2024 for passing no dispute Award on the ground that the recruitment notification No. 01/2017 in which the Workmen are seeking entitlement in the light of the Circular of Management dated 16/17.05.2013 has been withdrawn, hence in the light of dispute referred in the reference, there remains no dispute. This application has been heard and decided vide order dated 25.06.2024 with a finding that in the light of reference, the dispute is still alive because the reference mentions further recruitments also.

The reference has been reproduced earlier in this judgment, a bare perusal of the reference makes it clear that the dispute is whether the Workmen are entitled to benefit of the Circular dated 16/17.05.2013 with respect to the recruitment under recruitment notification No. 01/2017 or any subsequent recruitment in the Corporation for the post of Security Guard. Hence, after the recruitment Notification No. 01/2017, has been withdrawn, the dispute does not fully subsidise because it still remains with respect to the subsequent recruitments.

Both the sides have filed affidavit and documents as mentioned above .

On perusal of order of General Manager of the Corporation dated 31.10.2017, reveals that, the representation was filed by Workmen in the light of order of Hon'ble High Court of Chhattisgarh seeking preference from Corporation to the petitioners in recruitment of Security Guards on the pleading that they were engaged as Contractual Security Guards in Office of the Corporation. This order further discloses that Hon'ble High Court had passed a direction on 04.09.2017 that the General Manager of the Corporation shall take appropriate decision on the claim of the petitioners.

The General Manager has recorded a finding that the persons were Contract Workers, engaged by Contractors, also that, the Circular dated 16/17.05.2013 was with respect to the recruitment process in the year 2013 but it was kept in abeyance by Headquarter vide its letter dated 04.07.2013, and hence, the entire process of recruitment of Security Guards come to halt. Also it has been observed that, this Circular of 16/17.05.2013 had no specific reference to the petitioners, and was further replaced by letter of Headquarter dated 19.08.2016, Clause (iv) of this letter provides preference only to this because contractual security guards in whose favour any order or judgment of any Court of Law passed which had attained finality. Thus according to this letter dated 19.08.2016 relaxations were admissible only to Contractual Security Guards having any Court order in their favour. The General Manager further observed that, even if it is accepted for the sake of argument that, a Circular dated 16/17.05.2013 was in operation, even though claim of the petitioners did not have merit on the ground that though the Circular cast an obligation to give preference only to erstwhile contractual Security Guards, by giving relaxation in age and qualification, where after the legal obligation is cast upon the Corporation pursuant to Court Judgments which may have attained finality. Since the petitioners were never engaged as employee with the Corporation rather they were engaged by contractors, this Circular was not applicable to them.

Similarly, order dated 08.05.2018, passed by the General Manager of the Corporation, it deal with the representation of the Workmen dated 09.04.2018, 06.04.2018, 12.04.2018 and 23.04.2018 relying on the order dated 12.01.2018 passed by Hon'ble High Court of Chhattisgarh in W.P. No. 479/2018 directing the Corporation to take decision on the claim of the petitioners within two months. This order further refers to order dated 31.10.2017 (mentioned above) and disposes these representations in the light of that order.

As mentioned above, the ground for rejection of representation of the Workmen and finding that Circular dated 16/17.05.2013 could not benefit these Workmen is mainly that **firstly,** in the light of guidelines issued by headquarter on 19.08.2016, Clause (iv), relaxations and benefits were admissible only to ex-contractor Security Guards which had any Court judgment in their favour who had attend finality and **secondly**, that the Workmen were not engaged by the Corporation. Hence, they were not entitled to any benefit of this Circular particularly, in the light of Clause 3(1) of this Circular.

For the sake of convenience, the Circular of 16/17.05.2013 (relevant portion) is being reproduced follows:

*"**the ex-contractual security guards who were working in FCI and wherever there is obligation cast upon FCI pursuant to Court Judgments (which have attained finality). FCI will give preference to such erstwhile contractual Watch & Ward personnel by giving relaxation in respect of upper age limit and the academic qualification other than technical qualification at the time of recruitment. The field officers shall ensure strict compliance of such Court Orders."***

A perusal of this Circular discloses that, it provides that the preference of such Contractual Security Personnel by giving relaxations in respect of upper age limit, and academic qualification, other than technical qualification at the time of recruitment shall be given to ex-contractual Security Guards who were working with the Corporation and whether there is obligation cost upon the Corporation persuade of Court judgments, which have attend finality. In the case in hand, this fact is undisputed for these Workmen were Security Guards working with the Corporation as contract workers. Thus they are in the first category of Workers the second category of the Workers is those who have Court Judgments in their favours which had attend finality. In the light of these finding, the observations and findings recorded by the General Manager in his order dated 31.07.2017 and 08.05.2018 that, these Workers are not entitled to benefit of the Circular because they did not have any Court Judgment in their favour is held to be recorded by misreading of the Circular which is incorrect in law. **The Workmen are thus held entitled to benefit of the Circular dated 16/17.05.2013 with respect to relaxation of their upper age limit and academic qualification other than technical qualification at the time of recruitment of Security Guards by the Corporation whenever the recruitments takes place because of being ex-contractual security guards working with the Corporation.**

In the light of above discussion the reference is answered as follows.

AWARD

The Workmen are held entitled to benefit of the Circular dated 16/17.05.2013 with respect to relaxation of their upper age limit and academic qualification other than technical qualification at the time of recruitment of Security Guards by the Corporation whenever the recruitments takes place because of being ex-contractual security guards working with the Corporation.

No order as to cost.

DATE:- 14/05/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 जून, 2025

का.आ. 1057.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, जबलपुर केपंचाट(एलसी/आर-70/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को **30/05/2025** को प्राप्त हुआ था।

[सं. एल-22012/83/2011-आई.आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 12th June, 2025

S.O. 1057.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference.LC/R/70/2011*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **S.E.C.L,** and their workmen, received by the Central Government on 30***/05/2025*.**

[No. L-22012/83/2011 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/70/2011

Present: P.K.Srivastava

H.J.S.(Retd.)

The Secretary,
Samyukta Koyla Mazdoor Sangh (AITUC),
Branch – New Amlai, PO: Amlai,
Distt. Shahdol (MP)
Shahdol

Workman

Vs

1. **The CGM,**
   Sohagpur Area of SECL,
   PO : Dhanpuri,
   Distt. Shahdol (MP)
   Shahdol
2. **The Sub-Area Manager,**
   Amali-Bangwar Sub-Area,
   PO – Bemhouri, Distt. Shahdol (MP)
   Shahdol

Management

(JUDGMENT)

(Passed on this 07th day of May - 2025)

As per letter dated 14/07/2011 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act')as per Notification **No. L-22012/83/2011 (IR(CM-II))** dt. 14/07/2011. The dispute under reference relates to:

"Whether the action of the Management of the Sohagpur Area of SECL not making granting pay protection to Smt. Munni Bai, Security Guard, New Amlai Mine is legal and justified? To what relief the claimant is entitled for and from which date?"

The undisputed facts relating to the case are that, the Workman Munni Bai, was first appointed as General Mazdoor Category- I in New Amlai Mines in 1998. She was performing duties of Security Guardin spite of being a General Mazdoor, applied and was selected on the post of Woman Security Guard under order of Management dated 14.02.2005. She was nominated for six months training vide order 19/20/01/2005 and after successful training she was given a regular appointment as Security Guard. She was placed at the Lowest Scale of the Pay-scale admissible to the Security Guard though she was working as a General Mazdoor Category-I in pay scale admissible to the post of General Mazdoor Category-I hence, her salary was reduced from Rs. 3649.36/- to Rs. 3457/-. She made the representation to the Management against this reduction and requested for protection of pay on dated 02.07.2005 and 04.11.2005. No action was taken by Management, hence she approached the Union who raised a dispute before the Assistant Labour Commissioner Central, Shahdol and after failure of conciliation the dispute was referred to this Tribunal.

Case of the Management is mainly that, the Cadre of Security Guards and Cadre of General Mazdoor are two different Cadres with different pay structure and different Cadre schemes. Since, there are two different cadre schemes, pay protection is not available to a person who is selected on a post in a different cadre scheme. Thus according to Management, their action is just, legal and proper.

In evidence, the Workman has filed Photocopy of her representation seeking opportunity to appear for the post of Lady Security Guard filed on 30.05.2000, Representation dated 24.07.2001, Interview Letter dated 01.04.2004 issued by the Management to the Workman informing her to appear for the selection of Security Guard. Order of Management dated 14.02.2005 appointing the workman on the post of Security Guard, order of Management dated 14/20/1/2005 regarding regularization of the Workman as Security Guard and order dated 30/31/08/2005, representation of the Workman seeking pay protection, promotion order of the Workman dated 03/04/02/2009 on Security Guard, Representation of the Workman dated 16.09.2009, letter of Management dated 14.09.2009, Internal Communication between Headquarter and Area Headquarter, all admitted by Management and marked Exhibit W-1 to W-14 to be referred to as and when required.

In evidence, the Workman has filed her affidavit as her examination-in-chief. She had been cross-examined by Management.

Management has also filed photocopy documents which are mainly documents filed by Workman. All these documents are admitted by Workman, they are marked Exhibit M-1 to M-10 to be referred to as and when require. Management has filed affidavit of its witness as his examination-in-chief. He has been cross-examined by Workman side.

I have heard argument of Learned Counsel for the Workman Mr. R.K. Soni and Learned Counsel Mr. Neeraj Kevat for the Management. I have gone through the record as well.

The reference itself is the issue for determination in the case in hand.

Case of Management in defense for not granting pay protection to the Workman is that, the Cadre of General Mazdoor and the Cadre of Security Guard are two different Cadres, guarded by two different Cadre Schemes. Employees are permitted to appear in selection process conducted by Management from time to time for appointment in different Cadres, they get selected and are posted at the lowest Pay Scale fixed for the Cadre in which they are selected. It is further submitted by Management Learned Counsel that in the case in hand also, the Workman was a General Mazdoor. For better prospects, she applied for selection of Security Guard which is a different Cadre. She was selected for the post of Security Guard and was granted pay scale admissible to the Security Guard placing her at the lowest scale. Also it is submitted that there is no role or understanding between employees and Management to grant pay protection if an employee Working in one cadre joins in other separate cadre.

Learned Counsel for Workman has relied upon letter No. SECL/BSP/IR/Pay-Protection/22/129 dated 22.06.2022 sent by the General Manager (P&A) SECl Bilaspur to the Personnel Manager Jamuna Kotma Area on the subject of pay protection to the employees of Jamuna Kotma area selected to the post of Mining Sirdar. According to this letter, in the backdrop of order dated 31.08.2021 **passed by Hon'ble High Court in W.P. (s) No. 6632/2011 filed against SECL by Shri Tanmay Das Gupta and 23 Others** seeking Court pay protection. It is there further mentioned in this letter that, the benefit of pay protection and payment of arrears has been extended to such

employees who had approached Court of Law and also to such employees who had not approached Court of Law but whose names were on the roll of the company on 08.03.2022 and were selected to the post of Mining Sirdar and DEO in the year 2006 and 2007. Reference of order of **Coal India order No. CIL/C-5B/Admn.Order/272** dated 14.04.2016 with respect to pay protection which permitted that any workman selected on higher post could not be granted wage protection and this resolution be circulated for uniform implementation in all the subsidiaries of the Coal India Limited.

Learned Counsel for Management has countered the argument of Learned Counsel for Workman, who has sought pay protection on the basis of this circular, with a submission that this circular deals with pay protection to an employee in a cadre after he gets promotion in the cadre, and is placed at higher pay-scale. Learned Counsel further submits that this circular does not mention that pay protection should pay to those employees also who leave one cadre and join another separate cadre with the Management. Since the circular does not provide so, and also the cadre of General Mazdoor and Security Guard are two different and distinguished Cadres having different pay structures, I am inclined to accept the argument from side of Management that in the case in hand the Workman is not entitled to pay protection after she leave cadre of General Mazdoor and joined the cadre of Security Guard on fresh selection.

AWARD

Holding the action of the Management of the Sohagpur Area of SECL not making granting pay protection to Smt. Munni Bai, Security Guard, New Amlai Mine legal and justified, she is held entitled to no relief.

No order as to cost.

DATE:- 07/05/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 जून, 2025

का.आ. 1058.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, जबलपुर केपंचाट(एलसी/आर-74/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को **30/05/2025** को प्राप्त हुआ था।

[सं. एल-22012/88/2011-आई.आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 12th June, 2025

S.O. 1058.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference.LC/R/74/2011*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **S.E.C.L,** and their workmen, received by the Central Government on 30***/05/2025*.**

[No. L-22012/88/2011 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/74/2011

Present: P.K.Srivastava

H.J.S.(Retd.)

The Secretary

Janta Mazdoor Sangh (HMS)

B-3/6, Store Complex, Amradandi

PO : Amlai Colliery, Distt. Shahdol (MP)

Workman

Versus

1. **The Chief General Manager**

   SECL, Korba Area,

   Distt.-Korba (CG)

2. **The Sub Area Manager/Mines Supdt.,**

   Bagdeva Project, Korba Sub Area

   Distt.- Korba (CG)

Management

(JUDGMENT)

(Passed on this 11th day of February-2025)

As per letter dated 22/07/2011 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section -10 of Industrial Disputes Act, 1947 as per Notification No. L-22012/88/2011/IR(CM-II) dt. 22/07/2011. The dispute under reference relates to:

> ***"Whether the action of the management of Dy. General Manager Dhelwadih Singhali Bagdeva Sub-Area of Korba Area, District Korba (CG) in termination of services of Shri Neelkanth Sinha, Ex. General Mazdoor, Category-II, at Bagdeva Project w.e.f. 29.06.2004 is legal, proper and justified ? To what relief the workman concerned is entitled to and from which date ?"***

After registering a case on the basis of the reference, notices were sent to the parties and were served. Parties appeared and file their respective Statement of Claims and Defense.

According to the workman union, Neelkanth Sinha was working as General Mazdoor, Category-II. Being involved and in jail with respect to some criminal cases against him, he was unable to attend his duties and was not in a condition to infrom the management about his arrest and detention. Her was issued a charge-sheet dated 22.07.2003, he could not submit any reply, because he was in Jail. The management conducted a departmental inquiry against him without giving any opportunity of hearing and terminated his services w.e.f. 29.06.2004, which is unjust, illegal and arbitrary.

Rebutting the allegations of the workman, management has taken a case in their written statement of defense that, the workman was a habitual absentee without informing management and without getting any leave sanctioned. His attendance was 180 days in 1999, 161 days in 2000, 137 in 2001, 152 days in 2002, 111 in 2003 and 37 upto June 2004. He was issued a charge-sheet on 22.07.2003 with respect to his unauthorized absence from duty since 07.05.2003 till date. On his request, is sought permission to resume his duties which was allowed and a departmental inquiry was setup by management to inquire into the charges of willful and unauthorized absence, as mentioned above. On the date of inquiry on 13.01.2004, he was present in person before Inquiry Officer and admitted the charges with a defense that, he was sick during the period. No evidence justifying his absence was produced and charges were held proved. After considering his reply on show cause notice issued on the inquiry report, the Disciplinary Authority Awarded the punishment of his dismissal from service, which is not disproportionate to the charges.

Following preliminary issue was framed vide order dated 19.09.2024:-

1. ***Whether the departmental enquiry conducted was legal and proper?***

Parties adduced their evidence on this preliminary issue the copy of enquiry papers was filed by management, admitted by workman.

Preliminary issue was decided holding the departmental enquiry legal and proper. This order is part of this award.

Following additional issues were also framed:-

2. **Whether the charges are proved from the enquiry papers ?**
3. **Whether the punishment is disproportionate to the charge ?**
4. **Relief to which the workman is entitled ?**

Parties were directed to file their evidence on these additional issues in form of documents/affidavit. None of the parties filed any evidence on additional issues.

No oral argument was submitted by workman union. I have heard argument of learned Senior Counsel Shri Anoop Nair for management and have gone through the record.

Issue No.-2 :-

The settled proposition of law is that the charges need not be proved beyond reasonable doubt in a departmental enquiry. Following judgments are being referred to in this respect.

Scope of disciplinary proceedings and scope of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different. Ref. ***T.N.C.S. Corpn. Ltd. vs. K. Meerabai, (2006) 2 SCC 255***

Standard of proof in a departmental enquiry which is quasicriminal/quasi-judicial in nature: Disciplinary proceedings, however, being quasi-criminal in nature, ***there should be some evidence to prove the charge.*** *Although the charges in a departmental proceedings are not required to be proved like a criminal trial i.e. beyond all reasonable doubts, we cannot lose sight of the fact that the enquiry officer performs a quasijudicial function, who upon analyzing the documents must arrive at a conclusion that there had been a preponderance of probability to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. Ref:* ***(i) Nirmala J. Jhala Vs. State of Gujarat & Another, AIR 2013 SC 1513 (paras 10 , 11, 12 & 13). (ii) M.V. Bijlani Vs. Union of India, (2006) 5 SCC 88 (Para 25)***

In the cases of (i) NOIDA Entrepreneurs Association Vs NOIDA & others, AIR 2007 SC 1161 (i4i) State Bank of India Vs. R.B. Sharma, (2004) 7 SCC 27 (iii) Kendriya Vidyalaya Sangathan Vs. T. Srinivas, (2004) 7 SCC 442 (iv) Depot Manager, APSRTC Vs. Mohd. Yousuf Miya, (1997) 2 SCC 699 (v) Captain M. Paul Anthony Vs. Bharat Gold Mines Limited (1999) 3 SCC 679 and (vi) State of Rajasthan Vs. B.K. Meena, (1996) 6 SCC 417 (vi) Pratap Singh Vs. State of Punjab, AIR 1964 SC 72 (vii) Jang Bahadur Singh Vs. Baij Nath, AIR 1969 SC 30, *it has been laid down by the Hon'ble Supreme Court that "the purpose of departmental enquiry and of prosecution are two different and distinct aspects. Departmental Enquiry is to maintain discipline in the service and efficiency of public service. Crime is an act of commission in violation of law or of omission of public duty. The enquiry in a departmental proceeding relates to the conduct or breach of duty by the delinquent officer to punish him for his misconduct defined under the relevant statutory rules or law. It is the settled legal position that the strict standard of proof or applicability of the Evidence Act stands excluded in a departmental proceeding. Criminal Proceedings and the departmental proceeding under enquiry can go on simultaneously."*

In the case of ***T.N.C.S. Corporation Ltd. Vs. K. Meerabai, (2006) 2 SCC 255****, it has been held by the Hon'ble Supreme Court that the scopes of the disciplinary proceedings and of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.*

In the cases of ***Mohd. Saleem Siddiqui Vs. State of UP & others, (2011) 2 UPLBEC 1575 (Allahabad High Court) and Ajeet Kumar Naag Vs. General Manager Indian Oil Corporation Ltd. Haldia, JT 2005 (8) SC 425****, the distinction between departmental enquiry and criminal proceedings has been drawn as under: "The two proceedings i.e. criminal and departmental are entirely different. They operate in different fields and have different objectives. The object of criminal proceedings is to inflict appropriate punishment on offender and the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance service rules the rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of accused beyond reasonable doubts, he cannot be convicted by a court of law. In departmental enquiry, on the other hand, penalty can be imposed on the delinquent officer on a finding recorded on the basis of preponderance of probability. Procedure with respect to standard of proof in criminal case and departmental enquiry are different. In the case of departmental enquiry the technical rules of evidence have no application and the doctrine of "proof beyond doubt" has also no application in the departmental enquiry. Criminal prosecution is launched for an offence for violation of a duty the offender owes to the society or for breach of which law has provided that the offender shall make satisfaction to the public. So crime is an act of commission in violation of law or of omission of public duty. The departmental enquiry is to maintain discipline in the service and efficiency of public service. There would be no bar to proceed simultaneously with departmental enquiry and trial of criminal case. "*

Perusal of enquiry papers filed and proved by management shows that the defense for absence taken by the workman during inquiry was that, he was sick during the period, but did not file any sufficient documentary evidence in form of medical certificate with respect to the effect that, he was advised bed rest by the Doctors and hence could not attend the office. Hence, the finding of the Inquiry Officer holding the charge proved is held to have been recorded correctly.

Issue No.2 is answered accordingly.

Issue No.-3 :-

The settled proposition of law is that the punishment can be interfered by this Tribunal only when it is so disproportionate to the charge that it shocks the conscience of this Tribunal. Following judgments are being referred to in this respect.

Hon'ble Apex Court in ***B.C. Chaturvedi v. Union of India, (1995) 6 SCC 749*** while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

> ***"The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mold the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof."***

In ***DG, RPF vs. Sai Babu (2003) 4 SCC 331***, Hon'ble Apex Court has observed that:

> ***"6……. Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department/establishment which the delinquent person concerned works."***

In ***United Commercial Bank vs. P.C. Kakkar (2003) 4 SCC 364*** Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

> ***"11. The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is judicial review is limited to the deficiency in decision-making process and not the decision.***
>
> ***12. To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof.***"

In ***Union of India vs. S.S. Ahluwalia (2007) 7 SCC 257*** Hon'ble Supreme Court reiterated the legal position as follows:

> ***"8. …… The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved."***

In ***State of Meghalaya v. Mecken Singh N. Marak (2008) 7 SCC 580*** Hon'ble Supreme Court stated that:

> ***"The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review.***

Hon'ble Apex Court in *Administrator,* ***UnionTerritory of Dadra and Nagar Haveli vs. Gulbhia M. Lad (2010) 2 SCC (L&S) 101*** has observed that

> ***"The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.***

This extract is taken fro**m *State Bank of Bikaner & Jaipur v. Nemi Chand Nalwaya*, (2011) 4 SCC 584 : (2011) 1 SCC (L&S) 721 : 2011 SCC OnLine SC 416 at page 587**

7. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the

enquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, courts will not interfere with findings of fact recorded in departmental enquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or finding, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations. (Vide B.C. Chaturvedi v. Union of India [(1995) 6 SCC 749 : 1996 SCC (L&S) 80 : (1996) 32 ATC 44] , Union of India v. G. Ganayutham [(1997) 7 SCC 463 : 1997 SCC (L&S) 1806] , Bank of India v. Degala Suryanarayana [(1999) 5 SCC 762 : 1999 SCC (L&S) 1036] and High Court of Judicature at Bombay v. Shashikant S. Patil [(2000) 1 SCC 416 : 2000 SCC (L&S) 144] .)

In ***Air India Corporation Bombay vs. V.A. Ravellow 1972 (25) FLR 319 (SC)*** it has been observed that:

> ***"Once the employer has lost the confidence in the employee and the bona fide loss of confidence is affirmed, the order of punishment must be considered to be immune from challenge, for the reason that discharging the office of trust and confidence requires absolute integrity, and in a case of loss of confidence, reinstatement cannot be directed.***"

In ***Knhaiyalal Agarwal and others vs. Factory Manager, Gwaliar Sugar Co. Ltd. AIR 2001 SC 3645*** Hon'ble Apex Court laid down the test for loss of confidence to find out as to whether there was bona fide loss of confidence in the employee, observing that:

> ***"Loss of confidence cannot be subjective, based upon the mind of the management. Objective facts which would lead to a definite inference of apprehension in the mind of the management, regarding trust worthiness or reliability of the employee, must be alleged and proved."***

Management has proved that the workman is habitual offender with respect to unauthorized absence. Details of his absence from 1999 to June 2004 have been mentioned above. In these facts, the punishment of dismissal of the workman from service is not disproportionate to the charge.

Issue no.-3 is answered accordingly.

Issue No.-4 :

On the basis of findings recorded above, the workman is held entitled to no relief.

Accordingly, the Reference is answered as follows :-

AWARD

Holding the action of the management of Dy. General Manager Dhelwadih Singhali Bagdeva Sub-Area of Korba Area, District Korba (CG) in termination of services of Shri Neelkanth Sinha, Ex. General Mazdoor, Category-II, at Bagdeva Project w.e.f. 29.06.2004 legal, proper and justified, the workman concerned is entitled to no relief.

No order as to cost.

DATE:- 11/02/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 जून, 2025

का.आ. 1059.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, जबलपुर केपंचाट(एलसी/आर-37/2022) को प्रकाशित करती है, जो केन्द्रीय सरकार को **30/05/2025** को प्राप्त हुआ था।

[सं. एल-22013/01/2022-आई.आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 12th June, 2025

S.O. 1059.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference.LC/R/37/2022*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **S.E.C.L,** and their workmen, received by the Central Government on 30***/05/2025***

[No. L-22013/01/2025 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/37/2022

Present: P.K.Srivastava

H.J.S.(Retd.)

Jagdish Chouhan

S/o. Late Shri Shyam Lal Chouhan

Village Turda, PO – Tarda

Tehsil-Kartala, Distt.- Korba (C.G.)

Workman

Versus

The Chairman-cum-Managing Director

South Eastern Coalfields Limited (SECL)

Seepat Road, Bilaspur, Distt.-Bilaspur (C.G.)

Management

(JUDGMENT)

(Passed on this 05th day of May-2025)

As per letter dated 26.08.2022 / 30.08.2022 by the Deputy Chief Labour Commissioner (Central) Raipur, Ministry of Labour & Employment, New Delhi, the reference is made to this Tribunal under Section -10 of Industrial Disputes Act, 1947 as per Notification No. RP-2(1-1)/2022-ES.III dt. 26.08.2022 / 30.08.2022. The dispute under reference relates to:

> ***"Whether the action on the part of management of South Eastern Coalfields Limited (SECL), Bilaspur (C.G.) in terminating the services of workman Sh. Jagdish Chouhan S/o. Late Shri Shyamlal Chouhan, General Mazdoor, Category-I is legal and justified ? If not, to what relief the workman is entitled to ?"***

After registering a case on the basis of the reference, notices were sent to the parties and were served. Parties appeared and file their respective Statement of Claims and Defense.

According to the workman, he was initially appointed in 2002 and after requisite training, was made permanent. While working with management he was issued a charge-sheet dated 15.04.2010 leveling against him a charge of misconduct as defined u/s. Clause 26.24 and 26.30 of the Certified Standing Orders, by way of unauthorizedly absenting himself from workplace without notice since 19.11.2009 till date of charge-sheet. He submitted a reply to the charge-sheet and denied the charges stating that he was suffering from critical illness and was admitted in District Hospital for treatment. He also submitted his medical certificates. The management decided to conduct an inquiry which was conducted against established Rules and Procedures, also in violation of principles of natural justice and he was wrongly held guilty of misconduct by the inquiry officer in the inquiry report submitted. He was issued a show cause notice by the Disciplinary Authority on the inquiry report. He did submit his reply on the show cause notice which was turned down by the Disciplinary Authority who wrongly agreed with the findings of Inquiry Officer and passed the impugned punishment of his dismissal from service on 30.08.2010. The Appellate Authority also wrongly dismissed his appeal. According to the workman, no charge was proved against him, because his absence was not willful and also the punishment was disproportionate to the charge proved. It is further the case of workman that he preferred a writ petition before Hon'ble High Court of Chhattisgarh which was WP No. 2551/2015 finally decided by Hon'ble High Court vide order dated 17.07.2015 with an observation the workman was at liberty to seek remedy before proper Forum. Thereafter, he raised a dispute in this respect before the Regional Labour Commissioner (Central). On failure of conciliation, the dispute was referred to this Tribunal. The workman has

prayed that holding the order of management dated 23.08.2010 and 11.09.2015 terminating his services bad in law, he be held entitled to be reinstated with back wages and benefits.

Countering the allegations, the management taken a case in their written statement of defense that the Workman has been habitual absentee who absented himself in the previous years also. His total attendance was 25 days in 2005, 150 days in 2006, 102 days in 2007, 89 days 2008 and 29 days in 2009. He was given opportunities to improve his attendance but he failed. He was issued charge-sheet no. 336 dated 22.07.2006. He admitted his misconduct and was allowed to work. He filed similar undertakings to improve his attendance on 01.01.2008 and 29.10.2009. He was issued a charge-sheet of alleging misconduct on his part as defined in Clause 26.24 and 26.30 of the Certified Standing Orders by way of unauthorizedly and habitually absenting himself from workplace since 19.11.2009 till date of charge-sheet i.e. 15.04.2010. A departmental inquiry was conducted as per Rules and Procedures. The workman was found guilty of the misconduct and after taking his reply on show cause notice issued to him on the basis of inquiry report, he was terminated from service by way of punishment by the Disciplinary Authority. An appeal was preferred against the termination order which was heard and dismissed by the Appellate Authority. According to management, the punishment is not disproportionate keeping in view his previous misconducts of same nature as mentioned above. Management has prayed that the reference be answered against the workman.

Following preliminary issue was framed vide order dated 08.10.2024 on the basis of pleadings:-

1. ***Whether the departmental enquiry conducted is legal and proper or not?***

The Preliminary Issue was decided vide order dated 26.11.2024. The departmental inquiry was held just, legal and proper. This order is part of this judgment.

Following **additional issues** were framed on the basis of pleadings-

2. Whether the charges are proved by the evidence in the inquiry?

3. Whether the punishment is proportionate to the misconduct proved ?

4. Whether the workman is entitled to any relief?

Parties were directed to file their evidence on remaining issues in form of documents/affidavit. The workman filed his affidavit. Management has filed authenticated copy of inquiry proceedings, admitted by the workman.

I have heard argument of learned Counsel Mr. Arun Patel for workman and learned Counsel Mr. Amit Kumar Jaiswal for management. I have gone through the record as well.

Issue No.-2 :-

Learned Counsel for management has referred to the enquiry papers, in support of his argument that the charge was rightly held proved by the Enquiry Officer.

Learned Counsel has submitted that the standard of proof required for charge to be proved in a departmental enquiry is not the same as it is in a criminal trial.

The settled proposition of law is that the charges need not be proved beyond reasonable doubt in a departmental enquiry. Following judgments are being referred to in this respect.

Scope of disciplinary proceedings and scope of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different. Ref. ***T.N.C.S. Corpn. Ltd. vs. K. Meerabai, (2006) 2 SCC 255***

Standard of proof in a departmental enquiry which is quasicriminal/quasi-judicial in nature: Disciplinary proceedings, however, being quasi-criminal in nature, ***there should be some evidence to prove the charge.*** *Although the charges in a departmental proceedings are not required to be proved like a criminal trial i.e. beyond all reasonable doubts, we cannot lose sight of the fact that the enquiry officer performs a quasijudicial function, who upon analyzing the documents must arrive at a conclusion that there had been a preponderance of probability to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. Ref:* ***(i) Nirmala J. Jhala Vs. State of Gujarat & Another, AIR 2013 SC 1513 (paras 10, 11, 12 & 13). (ii) M.V. Bijlani Vs. Union of India, (2006) 5 SCC 88 (Para 25)***

In the cases of (i) NOIDA Entrepreneurs Association Vs NOIDA & others, AIR 2007 SC 1161 (i4i) State Bank of India Vs. R.B. Sharma, (2004) 7 SCC 27 (iii) Kendriya Vidyalaya Sangathan Vs. T. Srinivas, (2004) 7 SCC 442 (iv) Depot Manager, APSRTC Vs. Mohd. Yousuf Miya, (1997) 2 SCC 699 (v) Captain M. Paul Anthony Vs. Bharat Gold Mines Limited (1999) 3 SCC 679 and (vi) State of Rajasthan Vs. B.K. Meena, (1996) 6 SCC 417 (vi) Pratap Singh Vs. State of Punjab, AIR 1964 SC 72 (vii) Jang Bahadur Singh Vs. Baij Nath, AIR 1969 SC 30,

it has been laid down by the Hon'ble Supreme Court that "the purpose of departmental enquiry and of prosecution are two different and distinct aspects. Departmental Enquiry is to maintain discipline in the service and efficiency of public service. Crime is an act of commission in violation of law or of omission of public duty. The enquiry in a departmental proceeding relates to the conduct or breach of duty by the delinquent officer to punish him for his misconduct defined under the relevant statutory rules or law. It is the settled legal position that the strict standard of proof or applicability of the Evidence Act stands excluded in a departmental proceeding. Criminal Proceedings and the departmental proceeding under enquiry can go on simultaneously."

In the case of ***T.N.C.S. Corporation Ltd. Vs. K. Meerabai, (2006) 2 SCC 255****, it has been held by the Hon'ble Supreme Court that the scopes of the disciplinary proceedings and of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.*

In the cases of ***Mohd. Saleem Siddiqui Vs. State of UP & others, (2011) 2 UPLBEC 1575 (Allahabad High Court) and Ajeet Kumar Naag Vs. General Manager Indian Oil Corporation Ltd. Haldia, JT 2005 (8) SC 425****, the distinction between departmental enquiry and criminal proceedings has been drawn as under: "The two proceedings i.e. criminal and departmental are entirely different. They operate in different fields and have different objectives. The object of criminal proceedings is to inflict appropriate punishment on offender and the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance service rules the rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of accused beyond reasonable doubts, he cannot be convicted by a court of law. In departmental enquiry, on the other hand, penalty can be imposed on the delinquent officer on a finding recorded on the basis of preponderance of probability. Procedure with respect to standard of proof in criminal case and departmental enquiry are different. In the case of departmental enquiry the technical rules of evidence have no application and the doctrine of "proof beyond doubt" has also no application in the departmental enquiry. Criminal prosecution is launched for an offence for violation of a duty the offender owes to the society or for breach of which law has provided that the offender shall make satisfaction to the public. So crime is an act of commission in violation of law or of omission of public duty. The departmental enquiry is to maintain discipline in the service and efficiency of public service. There would be no bar to proceed simultaneously with departmental enquiry and trial of criminal case. "*

As mentioned above, charge against the workman is of unauthorized absent from workplace for the period 19.11.2009 till date of charge-sheet as mentioned in the charge.

Learned Counsel for workman has submitted that an unauthorized absence should also be proved willful to constitute a misconduct. He has referred to following decisions in this respect.

1. Krushnakant B. Parmar vs Union Of India & Anr, 2012 (3) SCC 178,

The relevant portion of the judgment is being reproduced as follows :-

"16. In the case of the appellant referring to unauthorised absence the disciplinary authority alleged that he failed to maintain devotion to duty and his behaviour was unbecoming of a government servant. The question whether "unauthorised absence from duty" amounts to failure of devotion to duty or behaviour unbecoming of a government servant cannot be decided without deciding the question whether absence is wilful or because of compelling circumstances.

17. If the absence is the result of compelling circumstances under which it was not possible to report or perform duty, such absence cannot be held to be wilful. Absence from duty without any application or prior permission may amount to unauthorised absence, but it does not always mean wilful. There may be different eventualities due to which an employee may abstain from duty, including compelling circumstances beyond his control like illness, accident, hospitalisation, etc., but in such case the employee cannot be held guilty of failure of devotion to duty or behaviour unbecoming of a government servant.

18. In a departmental proceeding, if allegation of unauthorised absence from duty is made, the disciplinary authority is required to prove that the absence is wilful, in the absence of such finding, the absence will not amount to misconduct.

19. In the present case the inquiry officer on appreciation of evidence though held that the appellant was unauthorisedly absent from duty but failed to hold that the absence was wilful; the disciplinary authority as also the appellate authority, failed to appreciate the same and wrongly held the appellant guilty.

20. The question relating to jurisdiction of the court in judicial review in a departmental proceeding fell for consideration before this Court in M.V. Bijlani v. Union of India [(2006) 5 SCC 88 : 2006 SCC (L&S) 919] wherein this Court held: (SCC p. 95, para 25)

"25. It is true that the jurisdiction of the court in judicial review is limited. Disciplinary proceedings, however, being quasi-criminal in nature, there should be some evidence to prove the charge. Although the charges in a departmental proceeding are not required to be proved like a criminal trial i.e. beyond all reasonable doubt, we cannot lose sight of the fact that the enquiry officer performs a quasi-judicial function, who upon analysing the documents must arrive at a conclusion that there had been a preponderance of probability to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. He cannot enquire into the allegations with which the delinquent officer had not been charged with."

21. In the present case, the disciplinary authority failed to prove that the absence from duty was wilful, no such finding has been given by the inquiry officer or the appellate authority. Though the appellant had taken a specific defence that he was prevented from attending duty by Shri P. Venkateswarlu, DCIO, Palanpur who prevented him to sign the attendance register and also brought on record 11 defence exhibits in support of his defence that he was prevented to sign the attendance register, this includes his letter dated 3-10-1995 addressed to Shri K.P. Jain, JD, SIB, Ahmedabad, receipts from STD/PCO office of telephone calls dated 29-9-1995, etc. but such defence and evidence were ignored and on the basis of irrelevant fact and surmises the inquiry officer held the appellant guilty.

22. Mr P. Venkateswarlu, DCIO, Palanpur, who was the complainant and against whom the appellant alleged bias refused to appear before the inquiry officer in spite of service of summons. Two other witnesses, Shri Jivrani and Shri L.N. Thakkar made no statement against the appellant, and one of them stated that he had no knowledge about the absence of the appellant. Ignoring the aforesaid evidence, on the basis of surmises and conjectures, the inquiry officer held the charge proved.

23. Though the aforesaid facts were noticed by the appellate authority but ignoring such facts giving reference of extraneous allegations which were not the part of the charge, it dismissed the appeal with the following uncalled for observation:

"The appellant even avoided the basic training required for the job and asked JAD, Ahmedabad to send all the training papers for his training at IB Training School, Shivpuri (Madhya Pradesh) to his residence at Ahmedabad. 'An untrained officer is of no worth to the department'."

24. In the result, the appeal is allowed. The impugned orders of dismissal passed by the disciplinary authority, affirmed by the appellate authority; the Central Administrative Tribunal and the High Court are set aside. The appellant stands reinstated."

This proposition of law has been followed in following judgments:-

1. ***W. P. No. 34432 of 2024 Inayat Khan Vs The State Of Msdhya Pradesh & Others, decided by Hon'ble High Court of M.P. on 26.11.2024.(D.B.)***
2. ***S V Panchal vs State Of Gujarat & 2 Others, Special Civil Application No. 1146 of 2010, decided by Hon'ble High Court of Gujarat.(D.B.)***

Perusal of inquiry papers reveals that the workman stated during the inquiry that he was ill during the period from 19.11.2009 till 27.06.2010 and was admitted in District Hospital Korba for treatment. The inquiry proceedings also reveal that he filed a medical certificate issued by the Doctor under whose treatment he was, who certified that the workman Jagdish Chouhan was under his treatment for Chronic Cirrhosis of Lever and Mental Depression, was advised rest from 19.11.2009 to 27.06.2010.

Also it comes out from perusal of inquiry proceedings that the workman was asked to produce papers regarding his treatment and prescriptions by the Inquiry Officer and he stated that he be given to time to file these documents. He also explained the reason behind his treatment in District Hospital instead of Colliery Hospital and also the reason behind not informing the management. The reasons according to him where that he had been living in his village and he was admitted by his family members in Govt. Hospital at District Head Quarter when his condition deteriorated. The Inquiry Officer has nowhere held or recorded a finding that the medical certificate filed was not genuine.

Since, the workman had explained the reasons behind his absence from workplace; his absence could not be held willful, though undoubtedly it was unauthorized because it was without getting any leave sanctioned or without prior intimation to management.

Hence, in the light of the principle of law laid down in the cases above referred, since the absence of the workman for the period mentioned in the charge-sheet was not willful, it cannot constitute a misconduct under the Certified Standing Orders.

On the basis of above discussion, holding the finding of the Inquiry Officer regarding proof of charge perverse, the additional issue is answered accordingly.

Issue No.-3 :-

The settled proposition of law is that the punishment can be interfered by this Tribunal only when it is so disproportionate to the charge that it shocks the conscience of this Tribunal. Following judgments are being referred to in this respect.

Hon'ble Apex Court in ***B.C. Chaturvedi v. Union of India, (1995) 6 SCC 749*** while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

> ***"The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mold the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof."***

In ***DG, RPF vs. Sai Babu (2003) 4 SCC 331***, Hon'ble Apex Court has observed that:

> ***"6……. Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department/establishment which the delinquent person concerned works."***

In ***United Commercial Bank vs. P.C. Kakkar (2003) 4 SCC 364*** Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

> ***"11. The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is judicial review is limited to the deficiency in decision-making process and not the decision.***
>
> ***12. To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof.***"

In ***Union of India vs. S.S. Ahluwalia (2007) 7 SCC 257*** Hon'ble Supreme Court reiterated the legal position as follows:

> ***"8. …… The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved."***

In ***State of Meghalaya v. Mecken Singh N. Marak (2008) 7 SCC 580*** Hon'ble Supreme Court stated that:

> ***"The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review.***

Hon'ble Apex Court in *Administrator*, ***UnionTerritory of Dadra and Nagar Haveli vs. Gulbhia M. Lad (2010) 2 SCC (L&S) 101*** has observed that

> ***"The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.***

This extract is taken fro**m *State Bank of Bikaner & Jaipur v. Nemi Chand Nalwaya*, (2011) 4 SCC 584 : (2011) 1 SCC (L&S) 721 : 2011 SCC OnLine SC 416 at page 587**

> ***7. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the enquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, courts will not interfere with findings of fact recorded in departmental enquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or finding, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations. (Vide B.C. Chaturvedi v. Union of India [(1995) 6 SCC 749 : 1996 SCC (L&S) 80 : (1996) 32 ATC 44] , Union of India v. G. Ganayutham [(1997) 7 SCC 463 : 1997 SCC (L&S) 1806] , Bank of India v. Degala Suryanarayana [(1999) 5 SCC 762 : 1999 SCC (L&S) 1036] and High Court of Judicature at Bombay v. Shashikant S. Patil [(2000) 1 SCC 416 : 2000 SCC (L&S) 144] .)***

In ***Air India Corporation Bombay vs. V.A. Ravellow 1972 (25) FLR 319 (SC)*** it has been observed that:

> ***"Once the employer has lost the confidence in the employee and the bona fide loss of confidence is affirmed, the order of punishment must be considered to be immune from challenge, for the reason that discharging the office of trust and confidence requires absolute integrity, and in a case of loss of confidence, reinstatement cannot be directed.***"

In ***Knhaiyalal Agarwal and others vs. Factory Manager, Gwaliar Sugar Co. Ltd. AIR 2001 SC 3645*** Hon'ble Apex Court laid down the test for loss of confidence to find out as to whether there was bona fide loss of confidence in the employee, observing that:

> ***"Loss of confidence cannot be subjective, based upon the mind of the management. Objective facts which would lead to a definite inference of apprehension in the mind of the management, regarding trust worthiness or reliability of the employee, must be alleged and proved."***

The finding of the Inquiry Officer holding the charge of misconduct proved has been held perverse. Hence, the punishment order also cannot be allowed to sustain. Hence, the punishment order as mentioned above is held unjust and illegal.

Issue no.-3 is answered accordingly.

Issue No.-4 :

Learned Counsel for the workman has referred to following decision of Hon'ble the Apex Court, the relevant paragraphs are being reproduced as follows:-

***Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya*, (2013) 10 SCC 324 : (2014) 2 SCC (L&S) 184 : 2013 SCC OnLine SC 719 at page 354**

> ***36. We may now deal with the judgment in J.K. Synthetics Ltd. v. K.P. Agrawal [(2007) 2 SCC 433 : (2007) 1 SCC (L&S) 651] in detail. The facts of that case were that the respondent was dismissed from service on the basis of inquiry conducted by the competent authority. The Labour Court held that the inquiry was not fair and proper and permitted the parties to adduce evidence on the charges levelled against the respondent. After considering the evidence, the Labour Court gave benefit of doubt to the respondent and substituted the punishment of dismissal from service with that of stoppage of increments for two years. On an application filed by the respondent, the Labour Court held that the respondent was entitled to reinstatement with full back wages for the period of unemployment. The learned Single Judge dismissed the writ petition and the Division Bench declined to interfere by observing that the employer had wilfully violated the order of the Labour Court. On an application made by the respondent under Section 6(6) of the U.P. Industrial Disputes Act, 1947, the Labour Court amended the award. This Court upheld the power of the Labour Court to amend the award but did not approve the award of full back wages.***
>
> ***37. After noticing several precedents to which reference has been made hereinabove, the two-Judge Bench observed : (J.K. Synthetics case [(2007) 2 SCC 433 : (2007) 1 SCC (L&S) 651] , SCC pp. 448-50, paras 17-21)***
>
> ***"17. There is also a misconception that whenever reinstatement is directed, 'continuity of service' and 'consequential benefits' should follow, as a matter of course. The disastrous effect of granting several promotions as a 'consequential benefit' to a person who has not worked for 10 to 15 years and who does not have the benefit of necessary experience for discharging the higher duties and functions of***

promotional posts, is seldom visualised while granting consequential benefits automatically. Whenever courts or tribunals direct reinstatement, they should apply their judicial mind to the facts and circumstances to decide whether 'continuity of service' and/or 'consequential benefits' should also be directed. …

18. Coming back to back wages, even if the court finds it necessary to award back wages, the question will be whether back wages should be awarded fully or only partially (and if so the percentage). That depends upon the facts and circumstances of each case. Any income received by the employee during the relevant period on account of alternative employment or business is a relevant factor to be taken note of while awarding back wages, in addition to the several factors mentioned in Rudhan Singh [Haryana Roadways v. Rudhan Singh, (2005) 5 SCC 591 : 2005 SCC (L&S) 716] and Uday Narain Pandey [U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, (2006) 1 SCC 479 : 2006 SCC (L&S) 250] . Therefore, it is necessary for the employee to plead that he was not gainfully employed from the date of his termination. While an employee cannot be asked to prove the negative, he has to at least assert on oath that he was neither employed nor engaged in any gainful business or venture and that he did not have any income. Then the burden will shift to the employer. But there is, however, no obligation on the terminated employee to search for or secure alternative employment. Be that as it may.

19. But the cases referred to above, where back wages were awarded, related to termination/retrenchment which were held to be illegal and invalid for non-compliance with statutory requirements or related to cases where the Court found that the termination was motivated or amounted to victimisation. The decisions relating to back wages payable on illegal retrenchment or termination may have no application to the case like the present one, where the termination (dismissal or removal or compulsory retirement) is by way of punishment for misconduct in a departmental enquiry, and the court confirms the finding regarding misconduct, but only interferes with the punishment being of the view that it is excessive, and awards a lesser punishment, resulting in the reinstatement of employee. Where the power under Article 226 or Section 11-A of the Industrial Disputes Act (or any other similar provision) is exercised by any court to interfere with the punishment on the ground that it is excessive and the employee deserves a lesser punishment, and a consequential direction is issued for reinstatement, the court is not holding that the employer was in the wrong or that the dismissal was illegal and invalid. The court is merely exercising its discretion to award a lesser punishment. Till such power is exercised, the dismissal is valid and in force. When the punishment is reduced by a court as being excessive, there can be either a direction for reinstatement or a direction for a nominal lump sum compensation. And if reinstatement is directed, it can be effective either prospectively from the date of such substitution of punishment (in which event, there is no continuity of service) or retrospectively, from the date on which the penalty of termination was imposed (in which event, there can be a consequential direction relating to continuity of service). What requires to be noted in cases where finding of misconduct is affirmed and only the punishment is interfered with (as contrasted from cases where termination is held to be illegal or void) is that there is no automatic reinstatement; and if reinstatement is directed, it is not automatically with retrospective effect from the date of termination. Therefore, where reinstatement is a consequence of imposition of a lesser punishment, neither back wages nor continuity of service nor consequential benefits, follow as a natural or necessary consequence of such reinstatement. In cases where the misconduct is held to be proved, and reinstatement is itself a consequential benefit arising from imposition of a lesser punishment, award of back wages for the period when the employee has not worked, may amount to rewarding the delinquent employee and punishing the employer for taking action for the misconduct committed by the employee. That should be avoided. Similarly, in such cases, even where continuity of service is directed, it should only be for purposes of pensionary/retirement benefits, and not for other benefits like increments, promotions, etc.

20. But there are two exceptions. The first is where the court sets aside the termination as a consequence of employee being exonerated or being found not guilty of the misconduct. Second is where the court reaches a conclusion that the inquiry was held in respect of a frivolous issue or petty misconduct, as a camouflage to get rid of the employee or victimise him, and the disproportionately excessive punishment is a result of such scheme or intention. In such cases, the principles relating to back wages, etc. will be the same as those applied in the cases of an illegal termination.

21. In this case, the Labour Court found that a charge against the employee in respect of a serious misconduct was proved. It, however, felt that the punishment of dismissal was not warranted and therefore, imposed a lesser punishment of withholding the two annual increments. In such circumstances, award of back wages was neither automatic nor consequential. In fact, back wages was not warranted at all."

38. The propositions which can be culled out from the aforementioned judgments are:

38.1. In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.

38.2. The aforesaid rule is subject to the rider that while deciding the issue of back wages, the adjudicating authority or the court may take into consideration the length of service of the

employee/workman, the nature of misconduct, if any, found proved against the employee/workman, the financial condition of the employer and similar other factors.

38.3. Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averment about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.

38.4. The cases in which the Labour Court/Industrial Tribunal exercises power under Section 11-A of the Industrial Disputes Act, 1947 and finds that even though the enquiry held against the employee/workman is consistent with the rules of natural justice and/or certified standing orders, if any, but holds that the punishment was disproportionate to the misconduct found proved, then it will have the discretion not to award full back wages. However, if the Labour Court/Industrial Tribunal finds that the employee or workman is not at all guilty of any misconduct or that the employer had foisted a false charge, then there will be ample justification for award of full back wages.

38.5. The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimising the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee/workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/workman his dues in the form of full back wages.

38.6. In a number of cases, the superior courts have interfered with the award of the primary adjudicatory authority on the premise that finalisation of litigation has taken long time ignoring that in majority of cases the parties are not responsible for such delays. Lack of infrastructure and manpower is the principal cause for delay in the disposal of cases. For this the litigants cannot be blamed or penalised. It would amount to grave injustice to an employee or workman if he is denied back wages simply because there is long lapse of time between the termination of his service and finality given to the order of reinstatement. The courts should bear in mind that in most of these cases, the employer is in an advantageous position vis-à-vis the employee or workman. He can avail the services of best legal brain for prolonging the agony of the sufferer i.e. the employee or workman, who can ill-afford the luxury of spending money on a lawyer with certain amount of fame. Therefore, in such cases it would be prudent to adopt the course suggested in Hindustan Tin Works (P) Ltd. v. Employees [Hindustan Tin Works (P) Ltd. v. Employees, (1979) 2 SCC 80 : 1979 SCC (L&S) 53] .

38.7. The observation made in J.K. Synthetics Ltd. v. K.P. Agrawal [(2007) 2 SCC 433 : (2007) 1 SCC (L&S) 651] that on reinstatement the employee/workman cannot claim continuity of service as of right is contrary to the ratio of the judgments of three-Judge Benches [Hindustan Tin Works (P) Ltd. v. Employees, (1979) 2 SCC 80 : 1979 SCC (L&S) 53] , [Surendra Kumar Verma v. Central Govt. Industrial Tribunal-cum-Labour Court, (1980) 4 SCC 443 : 1981 SCC (L&S) 16] referred to hereinabove and cannot be treated as good law. This part of the judgment is also against the very concept of reinstatement of an employee/workman.

The workman has filed an affidavit that he has not been in any gainful employment since the date of his termination from service. It has been submitted that since his termination has been held unjust and illegal, he requires to be reinstated with back wages and benefits. Management has submitted that keeping in view the past conduct of the workman and the fact that he has been in the habit of unauthorizedly absenting himself from workplace in the previous years also, his reinstatement that too with back wages will not be interest of justice.

As regards, his previous misconducts, it could be a relevant point in determining the quantum of punishment when the charge levelled in the charge-sheet would have been found proved. When the present charges have been found not proved, the previous conduct of the workman becomes irrelevant.

After considering all the facts and circumstances of the case in hand, particularly the fact that he first agitated against his termination in 2015 and in the light of findings recorded above as well the settled proposition of law laid down as above, the reinstatement of the workman with 25% wages payable to him within 30 days from the date of the publication of the Award, failing which interest @ of 6% per annum from the date of Award till payment. and other in service as well post retiral benefits will meet the ends of justice to which the workman is held entitled.

Issue no.-4 is answered accordingly.

Accordingly, the Reference is answered as follows :-

AWARD

Holding the action of management of South Eastern Coalfields Limited (SECL) in imposing the penalty of termination of the workman Jagdish Chouhan from service vide order dated 23.08.2010 against law and unjust, the workman is held entitled to be reinstated from the date of termination of his services with 25% back wages payable to him within 30 days from the date of the publication of the Award, failing which interest @ of 6% per annum from the date of Award till payment and all in service as well post retiral benefits.

No order as to cost.

DATE:- 05/05/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 13 जून, 2025

का.आ. 1060.—औघोगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **पंजाब नै'ानल बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औघोगिक विवाद में औघोगिक अधिकरण/श्रम न्यायालय **पटना** के पंचाट **(10 (C) of 2018)** प्रकाि"ात करती है।

[सं. एल-12011/50/2018-आई.आर. (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 13th June, 2025

S.O. 1060.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 10 (C) of 2018*)* of the *Indus.Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12011/50/2018- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

Reference Case No.:-10 (C) of 2018

Before The Presiding Officer,

Industrial Tribunal, Patna.

Reference Case No.:-10 (C) of 2018

Between the management of (1) The Manager, Punjab National Bank, Station Road, Madhubani, Distt. Madhubani-847211(2) The Circle Head, Punjab National Bank, Circle Office, G.M. Road, P.O Lalbagh, Darbhanga-846004 and their workman Sri Sajan Ram, (PTS) represented through the President, Bank Employees Federation, Bihar, Saboo Complex, 2nd Floor, Behind Republic Hotel, Patna (BIHAR)-800001..

For the management:- Sri Nand Mohan Das, Sr. Manager
Mrs Preeti, Dy Manager, HRD.

For the workman:- Sri B. Prasad, President, Bank Employees Federation, Bihar.

Present:- **Manoj Kumar Sinha**
Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, dt- 23rd May, 2025.

By the adjudication order no.-L-12011/50/2018-IR(B-II) New Delhi, dated- 14.11.2018 the Govt. of India Ministry of Labour New Delhi has referred under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as " the Act") the following dispute between the management of the (1) The Manager, Punjab National Bank, Station Road, Madhubani, Distt. Madhubani-847211 (2) The Circle Head, Punjab National Bank, Circle Office, G.M. Road, P.O Lalbagh, Darbhanga-846004 and their workman Sri Sajan Ram, (PTS)

Reference Case No.:-10 (C) of 2018

represented through the President, Bank Employees Federation, Bihar, Saboo Complex, 2nd Floor, Behind Republic Hotel, Patna (BIHAR)-800001 for adjudication to this tribunal.

SCHEDULE

" Whether the action of the management of Punjab National bank, in not regularizing service of Shri Sajan Ram, Part Time Sweeper alleged to be working from 25.05.2008 at Madhubani Branch, Distt. Madhubani is justified? If not, what relief the workman concerned are entitled to?

2. On receiving the reference notification on 20.11.2018 notice were issued to both the sides and the case was fixed on 31.12.2018 for their appearance, the proceeding were adjourned several time and after lapse of fifteen dates, President, Bank Employees Federation filed statement of claim on behalf of the workman on 06.07.2020. On the other

hand management authorised Sri Nand Mohan Das, Sr. Manager and Mrs. Preeti, Dy. Manager HRD through represented the management bank. Record shows that on 07.04.2022 management filed Reply / written statement and subsequently both sides were directed to furnished list of witnesses and documents and several opportunities were given to the workman for filing for the same.

3. The record reflects that the workman Sajan Ram for whom dispute is raised by the President, Bank Employees Federation, Bihar appeared before this tribunal and did not furnished any documents for representation to be placed the same before this tribunal. The representative of workman has submitted that the

Reference Case No.:-10 (C) of 2018

workman is not in his contact since last a few years and perhaps he has no grievance and he has lost his interest in the instant case. So necessary order may kindly be passed. It has also been asserted by the representative of the management, since workman is evading his appearance and did not file any documents inspite of knowledge of the proceeding which suggest that he has no grievance at all so " No Dispute Award" may kindly be passed.

4. Considering all the facts along with circumstances of the case and on scrutinizing the proceeding as well as the submissions as advanced on behalf of the both the sides, this tribunal finds and hold that this reference is related to the grievance of workman Sajan Ram regarding denial of his regularization of service and threat of termination by the management bank (Punjab National Bank). This reference is received on 20.11.2018. Workman once appeared on 22.06.2020 and put his signature on the verification details of his statement of claim and the same were filed before tribunal on 06.07.2020 by the representative Sri B. Prasad, President, Bank Employees Federation Association, Bihar workman himself present on 23.12.2021 and filed hazari with his signature and since then the workman never turned up before this tribunal and did not filed any documents and list of witness. Ultimately the representative of the workman reported to this tribunal that he has no contact with the workman Sajan Ram perhaps he has no grievance at all so necessary order may kindly be passed.

Thus taking note of these facts and continuous absence of the workman from 01.02.2021 itself denotes that the workman has no grievance at all with the management bank. Therefore this tribunal has left with no option then to pass a " No Dispute Award" and accordingly

Reference Case No.:-10 (C) of 2018

" No Dispute Award" is passed in this case. Which shall be effected after date of publication in gazette.

Awarded accordingly.

Dictated &Corrected by me.

MANOJ KUMAR SINHA Presiding Officer

नई दिल्ली, 13 जून, 2025

का.आ. 1061.— औघोगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक (विलय के बाद अब इंडियन बैंक) के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औघोगिक विवाद में औघोगिक अधिकरण/श्रम न्यायालय **पटना** के पंचाट (**11 (C) of 2016**) प्रकाशित करती है।

[सं. एल-12011/2/2016-आई.आर. (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 13th June, 2025

S.O. 1061.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 11 (C) of 2016) of the *Indus.Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of Allahabad Bank (now Indian Bank after merger) and their workmen.

[No. L-12011/2/2016- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

Reference Case No.:- 11 (C) of 2016

Before The Presiding Officer,

Industrial Tribunal, Patna.

Reference Case No.:- 11 (C) of 2016

Between the management of The Zonal Manager, Allahabad Bank (now Indian Bank after merger), Zonal Office, Om Shanti Complex, Opp. Zila School, Muzaffarpur-842003 (Bihar) and the General Secretary, Allahabad bank Karamchari Sangh, C/O Allahabad Bank, Patna University, Patna (Bihar)

For the management:- Mr. Ranjan Ghoshrave, Advocate.

For the workman:- Sri B. Prasad, President, Bank Employees Federation, Bihar.

Present:- **Manoj Kumar Sinha**
Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, dt- 30th May, 2025.

By the adjudication order no.- L-12011/2/2016-IR(B-II) New Delhi, dated- 15.03.2016 the Govt. of India Ministry of Labour New Delhi has referred under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as " the Act") the following dispute between the management of the Zonal Manager, Allahabad Bank (now Indian Bank after merger) , Zonal Office, Om Shanti Complex, Opp. Zila School, Muzaffarpur-842003 (Bihar) and the General Secretary, Allahabad bank Karamchari Sangh, C/O Allahabad Bank, Patna University, Patna (Bihar)for adjudication to this tribunal.

Reference Case No.:- 11 (C) of 2016

SCHEDULE

"Whether the workman has earned right of absorption having been engaged for a considerable period of time regularly even though on daily wages? And whether the management of Allahabad Bank should given him a permanent regular employee status with immediate effect?"

2. On receiving the reference notification on 05.04.2016 notice were issued to both the sides and the case was fixed on 21.06.2016 for their appearance and after adjournment of nine dates, President, Bank Employees Federation, Bihar filed statement of claim on behalf of the workman on 19.07.2018. On the other hand management authorised Sri Manish Kumar, Law Officer to represent the management bank. Record shows that on 20.08.2018 management filed written statement and subsequently both sides were directed to furnish list of witnesses and documents accordingly and several opportunities were given to the workman for filing the same. The record also shows that list of witnesses and documents were not filed by the workmen or by representative before this tribunal. The workmen showed no interest in the instant case and as such his representative apprised this tribunal in writing on 24.11.2022 that workmen are not interested in contesting this case, the workmen perhaps has no grievance at all,so necessary order may kindly be passed. It is also asserted that by the representative of the management since workmen is evading their appearance and did not file any list of witnesses and documents inspite of knowledge of the proceeding

Reference Case No.:- 11 (C) of 2016

so it is clear indication that they have no grievance at all so " No Dispute Award" may kindly be passed.

3. Considering all the facts along with circumstances of the case and on careful scrutinizing the proceeding of this case and the submissions as advanced on behalf of the both the sides, this tribunal finds and hold that this reference is related to the grievance of workmen mentioned in the aforesaid schedule. This reference were received to this tribunal on 05.04.2022. Workmen never appeared physically before this tribunal even after issuance of several notices though their Statement of claim was filed by their representative Sri B. Prasad, President, Bank Employees Federation Association, Bihar on 19.07.2018. Ultimately the representative of the workmen reported to this tribunal that workmen are not interested in contesting the dispute perhaps they have no grievance at all so necessary order may kindly be passed.

Taking note of aforesaid facts specially long & continuous absence of the workmen denotes that they have no grievance at all with the management bank. So this tribunal has left with no option then to pass a " No Dispute Award". Therefore " No Dispute Award" is passed in this case. This award shall be effected after date of publication in gazette.

Award accordingly.

Dictated &Corrected by me.

MANOJ KUMAR SINHA, Presiding Officer

नई दिल्ली, 13 जून, 2025

का.आ. 1062.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **यूनियन बैंक आफॅ इंडिया** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-I** के पंचाट (03/2011) प्रकाशित करती है।

[सं. एल-12012/2/2011-आई.आर. (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 13th June, 2025

S.O. 1062.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.03/2011*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen.

[No. L-12012/2/2011 – IR (B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Presiding Officer: Sh. Brajesh Kumar Gautam, H.J.S.

ID No.03/2011

Registered on 28.04.2011

Ramesh Chand S/o Sh. Suba Ram, R/o H.No.185, Village Dhanas, Chandigarh.

.....Workman

Versus

Divisional Manager, Union Bank of India, Regional Office 64-65-A, Bank Square, Sector 17-B, Chandigarh.

.....Management/ Respondent

Sh. Rajesh Kumar AR for Workman
Sh. Jaipal Singh AR for Management

Judgment reserved on 01st May, 2025
Judgment Pronounced on 26th May, 2025

JUDGMENT/ AWARD

1. Instant Industrial Dispute has been registered for adjudication on the basis of a Reference vide Notification No. L-12012/2/2011-IR(B-II) dated 15.04.2011 under clause (d) of Sub-Section (1) sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter called the Act), of the Ministry of Labour- Government of India as follows:-

> "**Whether the action of the management of Union Bank of India, Sector 17-B, Chandigarh in terminating the services of Sh. Ramesh Chand, Ex-Armed Guard w.e.f. 24.11.2008 is legal and justified? What relief the concerned workman is entitled to."**

2. **The case of Workman/ Petitioner-** The workman is an ex- service man and had rendered services for 17 years in the Indian Army. After serving for 17 years the workman was discharged from army in the month of June, 2003 and at the time of discharging of workman from the service his name was registered with the Sainik Board so he can get the service in the Civil and serve the citizens of the country. Thereafter, the workman was engaged as Security Guard in the Bank of India through Private Security Service. It is said that when the workman was serving with the Bank of India he received a letter from Sainik Board for the vacancies in the opposite party department on regular basis as Security Guard. It is further said that the applicant workman received a letter bearing No.1583-1621-2008 dated 17.09.2008 (wrongly mentioned as 17.09.2009) for the interview on 03.10.2008 and he appeared with necessary documents for interview. Thereafter, the workman undergone a requisite selection process conducted by the management and he was selected for the post of security guard and his medical was also conducted by the prescribed doctor and was issued the appointment letter bearing No.1921-2008 dated 06.11.2008 and joined the services on 08.11.2008. Unfortunately on 24.11.2008 the bank official refused to take him on duty and also taken back appointment letter and due to this reason the workman was not allowed to do the duty. The workman requested the management to allow him to join the duty but Bank refused. In the month of December, 2008 the workman was directed to submit a letter that he will pass 8th class examination in the year 2009 and will accordingly produce said certificate and the said letter was taken by the concerned official and stated that until and unless the workman will not submit the said letter he will not allowed to join the duty but inspite of it the Management have not taken him on duty. A representation dated 07.10.2009 was made by the workman but nothing was done on said representation by the opposite party. At the time of retrenchment/ termination the workman was drawing Rs.8,500/- per month. The services of applicant workman has been illegally terminated without any notice and without any pay, retrenchment compensation etc. A new person has been employed in place of workman. It is prayed that the workman be reinstated to his job with continuity of service and with full back wages.

3. **The case of Management-** That the present Industrial Dispute is an abuse of the process of law as the claimant/ alleged workman has not approached this Tribunal with clean hands and has suppressed the material facts. It is said by the Management that present case is not of termination of services but of cancellation of the order of appointment and it is mentioned that termination and cancellation of appointment are distinct concepts. The stand of management in its reply/ written statement has been that the applicant workman has concealed the fact that he was lacking essential qualification required for applying the post of Security Guard. According to the case of Management the minimum qualification was 8th Standard pass whereas the workman was only 6th Standard passed. His candidature was considered on the basis that he had the requisite qualification and appointment letter was issued but soon thereafter the mistake was discovered and workman was informed that he was not eligible for the post as he was not having requisite minimum qualification and his appointment was rightfully cancelled. According to the Management it is settled law that any recruitment made in violation of rules or regulations relating to recruitment is illegal and liable to be set aside. In para wise reply to the claim petition the management has denied the claim and according to management appointment has rightly been cancelled. In the last the respondent management has prayed that claim petition of workman may kindly be dismissed.

4. On the basis of pleadings of both the parties and on the basis of reference of the Ministry of Labour, Government of India following issue arises for adjudication in the present Industrial Dispute-

"Whether the action of respondent-management of Union Bank of India, Sector 17-B, Chandigarh in terminating the

service/ cancelling the appointment of Sh. Ramesh Chand, Ex-Armed Guard w.e.f. 24.11.2008 is legal and justified? What relief the concerned workman is entitled to."

5. During hearing of the case the **workman Ramesh Chand** got himself examined as Witness No.1 and during his evidence following documents have been brought on record:

Sr. No.	Particulars	Annexure/ Exhibit
1.	Copy of Affidavit dated 20.03.2014	W-1
2.	Copy of Letter dated 17.09.2009 (should be read dated 17.09.2008)	W-2
3.	Copy of Letter dated 08.12.2008	W-3
4.	Copy of Letter dated 07.10.2009	W-4
5.	Copy of Postal Receipt dated 07.10.2009	W-5
6.	Copy of Letter dated 29.10.2009	W-6
7.	Copy of Postal Receipt dated 20.11.2009	W-7

6. During hearing of the case on behalf of Respondent-Management one witness namely **Navneet Chauhan, Chief Manager Law, Union of India, Sector 17-B, Chandigarh** has been got examined as Management Witness No.1 and during his evidence certain documents were brought on record and were marked as Exhibits as follows:

Sr. No.	Particulars	Annexure/ Exhibit
1.	Copy of Letter dated 17.09.2009 (should be read as dated 17.09.2008)	Ex. P-1
2.	Copy of Letter dated 08.12.2008	Ex. P-2
3.	Copy of Letter with Postal Receipt dated 07.10.2009	Ex. P-3 & P-4
4.	Copy of Letter with Postal Receipt dated 29.10.2009	Ex. P-5 & P-6

7. **Arguments of Parties:** According to Ld. Counsel for the claimant-workman he was duly selected and appointed on the post of Security Guard on the basis of an interview conducted on 03.10.2008 and he also joined his job on 08.11.2008. According to Ld. Counsel further without any notice or opportunity of hearing his appointment was cancelled by terminating his services w.e.f. 24.11.2008 and even no written termination order has been passed. The workman was prevented from doing his duty on the post of Security Guard w.e.f. 24.11.2008. The Ld. Counsel has pointed out that the workman claimant had served the country for 17 years in Army and in capacity of an ex-servicemen his appointment was made through Sainik Board. It is also argued that although the claimant-workman is not 8th Standard pass but that minimum requisite qualification does not apply in a case where the applicant is an ex-servicemen. The act of management of Union Bank of India in cancelling the appointment and terminating the services after joining is arbitrary, illegal and against the provisions contained in Industrial Dispute Act. It is urged by Ld. Counsel that respondent management may be directed to reinstate the claimant workman on the post of Security Guard with all back wages.

8. Per Contra Ld. Counsel appearing on behalf of respondent management it has been argued that there has been active concealment on behalf of claimant-workman that he was not having requisite minimum qualification of 8th Standard Pass. According to the Ld. Counsel further this lacunae was traced out soon after joining the claimant workman on the post of Security Guard his appointment was cancelled. During the argument the Ld. Counsel has placed on record copy of notification of vacancies under Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959 and attempted to convince this Court that as per said notification minimum qualification required for the post of arm guard in bank is 8th standard pass or its equivalent. Another letter dated 17.04.2010 issued from Regional Office, Chandigarh has also been brought on record which is addressed to Assistant General Manager (IR) CO Mumbai mentioning the notice of ALC(C) received regarding the dispute raised by the workman. In the said letter detailed facts are mentioned and it is stated that matter has been discussed with Advocate and workman Ramesh Chand was not eligible for his appointment as Armed Guard and due to certain lapses/ oversight he was selected and was permitted to join the bank service. According to Ld. Counsel for the management since the claimant workman was not having minimum requisite qualification of having passed 8th standard are equivalent his appointment was rightly cancelled, therefore no relief should be given to the claimant workman and claim petition may be rejected.

FINDINGS

9. From the perusal of claim statement and the reply of opposite party Management of Union Bank of India there appears no dispute as to the fact that claimant workman Ramesh Chand was selected and given appointment to the post of Armed Guard in the bank and he also joined as such on 08.11.2008. The only controversy between the party is that admittedly Ramesh Chand the claimant is not 8th Standard passed as is requisite qualification as per the case of management and therefore his selection and appointment was cancelled. A notification dated 17.11.2008 as is issued by Senior Manager (Personal) under Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959 has been made available by the Ld. Counsel appearing on behalf of management of the bank, wherein required qualification for the post of Armed Guard in Bank is prescribed. The said required qualification is as follows:

"Should have passed 8th Standard or its equivalent but the candidate should have not passed 10+2 Examination or its equivalent. However an Ex-Serviceman who has put in not less than 3 years continuous service in the Armed Forces of the Union, shall be exempted from the minimum educational qualification prescribed for the post".

The above noted required qualification itself is very much clear that in case of Ex-Servicemen who has served not less than 3 years continuous service in Armed Forces of the Union, the minimum requisite educational qualification

for the post shall be exempted. In other words if a person is Ex-Servicemen having continuous 3 years of service in Armed Forces need not required to have passed 8th standard or its equivalent to be appointed to the post of Armed Guard in the bank.

10. It is admitted fact that the claimant-workman is an Ex-Servicemen having served in Armed forces for 17 years and he had received information of vacancy of Armed Guard on 08.11.2008 in the opposite party bank and he participated in the selection process/ interview as held on 03.10.2008 and was duly selected. It is also not in dispute that he even joined the bank service on the post of Armed Guard on 08.11.2008. One handwritten application by claimant workman Ramesh Chand has also been brought on record as Document W-3 on behalf of workman and same letter is also brought on record as Ex. P-2 on behalf of management, wherein Ramesh Chand has requested that he had to clear 8th Standard examination and he would submit the 8th Standard pass certificate in year 2009, but despite this application and exemption in minimum qualification given in the notification of vacancy itself, his services have been terminated arbitrarily. It is very much surprising to notice that even in the letter dated 17.04.2010 sent from Regional Office, Chandigarh to Assistant General Manager (IR) CO Mumbai, it is mentioned that minimum qualification as prescribed by bank for the post of Armed Guard was lacking in the case of claimant Ramesh Chand. Even in the said letter there is reference that matter was discussed with bank Advocate who had also gave an opinion that minimum required qualification for the post is 8th standard passed. It appear that neither the Advocate of Bank nor the Bank Authorities themselves perused the complete required qualification where an Ex-Servicemen is completely exempted from the qualification of having passed 8th standard or its equivalent. This kind of action ignoring the exemption given in the notification itself is nothing but an arbitrary act on the part of management, which cannot be sustained in the eyes of law. Not only this even no required one month notice or payment in lieu of notice or any retrenchment compensation under the provisions of ID Act was given to claimant workman before cancelling/ terminating his service as Armed Guard in the bank, this is against the principle of natural justice as well.

11. In the light of discussion made hereinabove and in the facts and circumstances of the present case the present reference No. 12012/2/2011-IR(B-II) dated 15.04.2011 is decided in favor of workman namely Sh. Ramesh Chand and it is held that the action of management Union Bank of India, Sector 17-B, Chandigarh in terminating the services/ cancelling the appointment of Ramesh Chand Ex-Servicemen on the post of Armed Guard w.e.f. 24.11.2008 is illegal, unjustified and against the provisions of law. The claimant workman namely Sh. Ramesh Chand is entitled for the relief prayed by him i.e. Reinstatement to his job with continuity of service and with full back wages in the interest of justice.

12. It is therefore-

ORDERED

That the present ID No.03/2011 titled as Ramesh Chand Versus Union Bank of India arising out of reference 12012/2/2011-IR(B-II) dated 15.04.2011 is allowed and decided in favor of workman namely Sh. Ramesh Chand. It is held that the action of management Union Bank of India, Sector 17-B, Chandigarh in terminating the services/ cancelling the appointment of Ramesh Chand Ex-Servicemen on the post of Armed Guard w.e.f. 24.11.2008 is illegal, unjustified and against the provisions of law and same is set aside. The claimant workman namely Sh. Ramesh Chand is entitled for the relief prayed by him i.e. Reinstatement to his job with continuity of service and with full back wages in the interest of justice. The opposite party Management Union Bank of India, Sector 17, Chandigarh is directed to reinstate claimant-workman namely Sh. Ramesh Chand on the same post of Security Guard/ Armed Guard on which he was selected and working on or before 24.11.2008, with all back wages and continuity of service.

13. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

Dated: 26.05.2025

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 13 जून, 2025

का.आ. 1063.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सैन्ट्रल बैंक ऑफ इण्डिया के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रमन्यायालय **कोटा** के पंचाट (केन्द्रीय)–11/2009(सीआईएस–91/2014) (सीएनआर–आरजेकेटी060001742009) प्रकाशित करती है।

[सं. एल–12011/53/2009- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 13th June, 2025

S.O. 1063.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.11/2009(CIS-91/2014) (CNR- RJKT 060001742009) of the *Indus.Tribunal-cum-Labour Court Kota* as shown in the Annexure, in the industrial dispute between the management Central Bank of India and their workmen.

[No. L-12011/53/2009- IR(B.II)]

SALONI, Dy. Director

अनुलग्नक

न्यायाधीश, औद्योगिक न्यायाधिकरण (केन्द्रीय) कोटा, (राज.)

पीठासीन अधिकारी– संदीप कुमार शर्मा, आर.एच.जे.एस. (जिला जज संवर्ग)

निर्देश प्रकरण क्रमांकःऔ.न्या.(केन्द्रीय)–11/2009(सीआईएस–91/2014)

(सीएनआर–आरजेकेटी060001742009)

दिनांक स्थापितः14.09.2009

प्रसंगः भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्र.

एल–12011/53/2009(आईआर(बी–II)) दि.:03.08.2009

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क)

औद्योगिक विवाद अधिनियम,1947

मध्य

प्रदीप कुमार भार्गव पुत्र श्री लालजी, द्वारा महामंत्री, हिन्द

मजदूर सभा, बंगाली कॉलोनी, छावनी, कोटा

––प्रार्थी श्रमिक

एवं

क्षेत्रीय प्रबंधक, सैन्ट्रल बैंक ऑफ इण्डिया, कोटा

––अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधिः– श्री पुरूषोत्तम दाधीच

अप्रार्थी नियोजक की ओर से प्रतिनिधिः– श्री एस.पी. सोरल

::अधिनिर्णय:: दि.: 25.02.2025

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 03.08.2009 के जरिये निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे आगे ''अधिनियम'' से सम्बोधित किया जावेगा) की धारा 10(1)(घ) एवं उपधारा 2(क) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ प्राप्त हुआ हैः–

"Whether Shri Pradeep Kumar Bhargava has completed 240 days or more service continously w.e.f. 01/03/2002 to 01/05/2008 in the Central Bank of India, Kota Branch. If so, whether the action of the management in terminating the services of workman w.e.f. 01/05/2008 is legal and justified? What relief the concerned workman is entitled to?"

2– उक्त विवाद, न्यायाधिकरण में रेफर होने पर पंजीबद्ध कर पक्षकारों को उपस्थिति बाबत नोटिस जारी किए गए। नोटिस की पालना में प्रार्थी श्रमिक द्वारा उपस्थित होकर स्टेटमेन्ट ऑफ क्लेम न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्ततः यह कथन किया गया है कि उसे अप्रार्थी क्षेत्रीय प्रबंधक, सेंट्रल बैंक ऑफ इण्डिया कोटा ने दि. 01.03.2002 से शाखा छीपाबड़ौद जिला बारां में चतुर्थ श्रेणी कर्मचारी के पद पर कार्य करने हेतु सेवा में नियोजित किया था। प्रार्थी को दि. 01.05.2007 से शाखा ढोलम तह. छीपाबड़ौद में कार्य करने हेतु लगा दिया, जहां से प्रार्थी को दि. 02.05.2008 को नौकरी से हटा दिया है, जो अवैध है। प्रार्थी से चतुर्थ श्रेणी कर्मचारी का कार्य लिया गया है जिसमें साफ सफाई करना, फाईल व कागजात का कार्य करना, बचत खाते का कार्य भी लिया गया है। प्रार्थी से एंट्रीज भी कराई गई और जो भी कार्य शाखा प्रबंधक ने बताया, वह भी कार्य किया है। प्रार्थी ने नियोजक के अधीनस्थ शाखा छीपाबड़ौद व शाखा ग्राम ढोलम में दि. 01.03.2002 से दि. 01.05.2008 तक निरंतर 240 दिन से काफी अधिक समय तक कार्य कर लिया है। प्रार्थी यह विवाद अधिनियम की धारा 2 (ओ.ओ.) के अंतर्गत छंटनी की परिभाषा में आता है। नियोजक द्वारा प्रार्थी को नौकरी से हटाते समय नोटिस, नोटिस वेतन व छंटनी मुआवजा नहीं देकर अधिनियम की धारा 25 एफ, प्रार्थी को हटाते समय उससे कनिष्ठ श्रमिकों को नियोजन में रखकर अधिनियम की धारा 25 जी एवं प्रार्थी को हटाकर व प्रार्थी के स्थान पर नए श्रमिकों को नियोजित कर अधिनियम की धारा 25 एच की अवहेलना की है और नियोजक का यह कृत्य अन्फेयर लेबर प्रेक्टिस की परिभाषा में भी आता है और प्रार्थना की है कि प्रार्थी को पिछले सम्पूर्ण वेतन सहित मय समस्त पिछले लाभों के सेवा पर बहाली का अनुतोष प्रदान किया जावे।

3– अप्रार्थी नियोजक की ओर से उक्त क्लेम का जवाब प्रस्तुत कर यह प्रतिवाद किया गया है कि प्रतिपक्षी द्वारा प्रार्थी को नियोजित नहीं किया गया है, ना ही उनके द्वारा प्रार्थी को कभी हटाया गया है। दैनिक वेतन श्रमिकों को संबंधित शाखा प्रबंधक ही आकस्मिक आ जाने पर उक्त आकस्मिक कार्य के लिए उस दिन की दैनिक मजदूरी पर कार्य करा सकते है। उसका प्रतिपक्षी क्षेत्रीय प्रबंधक, सेंट्रल बैंक ऑफ इंडिया कोटा से किसी प्रकार का नियोजन संबंधित नहीं होता है। संबंधित शाखा प्रबंधक ही उक्त दैनिक वेतन श्रमिक को मजदूरी पर रखता है व मजदूरी का भुगतान करता है एवं पृथक–प्रथक शाखाओं के शाखा प्रबंधक का एक–दूसरे से आकस्मिक/दैनिक वेतन श्रमिकों से किसी भी प्रकार का संबंध या जुड़ाव नहीं होता है। प्रार्थी ने उनके यहां कभी भी निंरतर 240 दिन कार्य नहीं किया गया है एवं इस प्रकरण में अधिनियम के प्रावधान भी लागू नहीं होते है और प्रार्थना की है कि प्रार्थी का क्लेम प्रार्थना पत्र सव्यय खारिज किया जावे।

4– साक्ष्य में प्रार्थी की ओर से स्वयं व अप्रार्थी की ओर से सुशील कुमार के शपथ–पत्र प्रस्तुत हुए जिनसे परस्पर जिरह की गयी। प्रार्थी की ओर से दस्तावेजी साक्ष्य भी प्रस्तुत की गयी जिसका यथासमय उल्लेख किया जावेगा।

5– सुना गया, पत्रावली का अवलोकन किया गया। यद्यपि अप्रार्थी प्रतिनिधि की ओर से क्षेत्राधिकार के बिन्दू के पर कोई आपत्ति नहीं की गई है किन्तु न्यायालय को प्रकरण में सर्वप्रथम स्वतः यह देखना है कि क्या यह प्रकरण न्यायाधिकरण के क्षेत्राधिकर में आता है या नहीं। उक्त स्टेटमेंट ऑफ क्लेम प्रस्तुत कर प्रार्थी को सेवा से हटाने की दि.02.05.2008 अंकित की गई जबकि प्राप्त रेफ्रेन्स आदेश निम्नानुसार है:–"Whether Shri Pradeep Kumar Bhargava has completed 240 days or more service continously w.e.f. 01/03/2002 to 01/05/2008 in the Central Bank of India, Kota Branch. If so, whether the action of the management in terminating the services of workman w.e.f. **01/05/2008** is legal and justified? What relief the concerned workman is entitled to?" इस प्रकार स्पष्ट है कि रेफरेंस/विवाद अधिसूचना में प्रार्थी की सेवा पृथकता दि. 01.05.2008 अंकित है जबकि स्टेटमेंट ऑफ क्लेम व शपथ पत्र में 02.05.2008 है। ऐसे में यह स्थिति स्पष्ट नहीं है कि यह न्यायालय कौनसी सेवा पृथकता दिनांक मानकर रेफरेंस का निस्तारण करेगा। क्या यह न्यायालय प्रार्थी पक्ष द्वारा बतायी गई तिथि के आधार पर प्रकरण का गुणावगुण पर निस्तारण कर सकता है अथवा नहीं? इस बाबत माननीय राजस्थान उच्च न्यायालय द्वारा पारित निर्णय ''महावीर कण्डक्टर बनाम नन्द किशोर–2003 डबल्यूएलसी(राज.) यू.सी. पृष्ठ 424'' के पेरा नम्बर 12 में माननीय न्यायालय के द्वारा निम्न अभिमत प्रकट किया गया है:–"Thus, in view of the above, I reach the inescapable conclusion that the Labour Court has no competence to correct/modify/amend/alter the terms of the reference or mention the date of termination etc., or proceed with the reference and accepting the date of termination as suggested by the workman and in case it does so the award becomes nullity, being without jurisdiction,

based on the bad reference."

6– इसी निर्णय के पेरा संख्या 11 में माननीय उच्चतम न्यायालय के द्वारा ''मदनपाल सिंह बनाम उत्तरप्रदेश राज्य एवं अन्य–एआईआर 2000 सुप्रीम कोर्ट पृष्ठ 537'' का उल्लेख भी किया गया है जिसमें माननीय उच्चतम न्यायालय के द्वारा यह मत व्यक्त किया गया है कि श्रम न्यायालय का क्षेत्राधिकार रेफ्रेन्स में अंकित बिन्दु तक ही सीमित होता है और उसे रफ्रेन्स से परे जाकर पक्षकारों के नामों या तिथियों में किसी भी प्रकार का कोई परिवर्तन या संशोधन करने की अधिकारिता नहीं है। नामों व तिथियों में कोई परिवर्तन या संशोधन करवाना है तो पक्षकारों को समुचित सरकार के समक्ष अपना पक्ष रखकर इस बाबत कार्यवाही करवानी होगी।

7– अतः उक्त निर्णयों के प्रकाश में यह स्पष्ट है कि रेफ्रेन्स/अधिसूचना में प्रार्थी की सेवा पृथकता दि.01.05.2008 एवं स्टेटमेंट ऑफ क्लेम व शपथ पत्र में सेवा पृथकता दि.02.05.2008 भिन्न होने से न्यायालय क्लेम में अंकित सेवा पृथकता दिनांक को आधार मानकर निर्णय पारित नहीं कर सकता है क्योंकि ऐसा निर्णय क्षेत्राधिकार के अभाव का होगा और शून्य होगा। लेकिन यह न्यायालय जब तक कि रेफरेंस में संशोधन न हो जाए तब तक अग्रिम कार्यवाही नहीं कर सकता। लिहाजा इस दृष्टि से चूँकि हस्तगत रेफ्रेन्स आदेश एवं स्टेटमेंट ऑफ क्लेम में उसे हटाने की तिथियां अलग–अलग है ऐसे में फिलहाल यह प्रकरण इस न्यायालय के क्षेत्राधिकार का होना नहीं पाया जाता है, परन्तु पक्षकार यदि समुचित सरकार से इस बाबत रेफ्रेन्स आदेश में संशोधन करवाकर न्यायालय में पेश करते हैं तो न्यायालय ऐसे रफ्रेन्स आदेश पर विधि अनुसार कार्यवाही कर सकता है।

परिणामतः श्रम मंत्रालय, भारत सरकार द्वारा अपनी प्रासांगिक अधिसूचना दि. 03.08.2009 के जरिये सम्प्रेषित निर्देश/विवाद को इसी अनुरूप उत्तरित किया जाता है कि वर्णित रेफ्रेन्स अधिसूचना एवं स्टेटमेंट ऑफ क्लेम में प्रार्थी की सेवा पृथकता तिथियां अलग–अलग है और स्टेटमेंट ऑफ क्लेम में अंकित तिथि को न्यायालय आधार मानकर निर्णय पारित नहीं कर सकता है क्योंकि इस रेफ्रेन्स आदेश में अधिनिर्णय पारित किया जाना शून्य एवं क्षेत्राधिकार के अभाव का होगा। पक्षकार यदि समुचित सरकार से प्रार्थी की सेवा से हटाने की तिथी बाबत रेफ्रेन्स आदेश में संशोधन करवाकर पेश करें तो प्रकरण में विधि अनुसार निस्तारण की कार्यवाही की जा सकेगी।

अधिनिर्णय आज दिनांक 25.02.2025 को खुले न्यायाधिकरण में सुनाया जाकर हस्ताक्षरित किया गया जिसे नियमानुसार समुचित सरकार को प्रकाशनार्थ भिजवाया जावे।

संदीप कुमार शर्मा, न्यायाधीश

नई दिल्ली, 16 जून, 2025

का.आ. 1064.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंगरेनी कोलिएरिस कंपनी लिमिटेड,के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, हैदराबाद के पंचाट (पहचान **संख्या 62/2022**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **13/06/2025** को प्राप्त हुआ था।

[सं. **एल-22013/01/2025-आई.आर**]

मणिकंदन.एन, उप निदेशक

New Delhi, the 16th June, 2025

S.O. 1064.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(ID. No. 62/2022*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **Singareni Collieris Company Ltd,** and their workmen, received by the Central Government on **13*/06/2025***

[No. L-22013/01/2025 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 11th day of February, 2025

INDUSTRIAL DISPUTE No. 62/2022

Between:

Sri Burugu Devavaram,
Ex-Coal Filler,
C/o Smt. A.Sarojana, Flat No. G7,
Ground Floor, Opp: Badruka jr.
College for Girls, Kachiguda,
Hyderabad.

.....Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Sreerampur Area, Mancherial District.

…Respondents

Appearances:

For the Petitioner : K. Vasudeva Reddy, Advocate

For the Respondent: Y. Ranjeeth Reddy, advocate

AWARD

The Government of India, Ministry of Labour by its order F. No.1/10/2022-B1 dated 21.06.2022 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., , and their workmen. The reference is,

THE SCHEDULE

"Whether the action of the General Manager, M/s. Singareni Collieries Company Ltd., Sreerampur Area in terminating the services of Sri Burugu Devavaram, Ex-Coal Filler, SCCLtd., sreerampur Area with effect from 26.02.1998 is legal and justified or not? If not, to what relief the workman is entitled to?

The reference is numbered in this Tribunal as I.D. No 62/2022 and notices were issued to the parties concerned.

2. Petitioner absent. Case is fixed for implead LRs of the deceased petitioner since 3 July 2024. Despite sufficient opportunity accorded, petitioner didn't take any steps to file any claim statement. Therefore, the case is decided as 'Nil-Award'.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 11th day of February, 2025

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 16 जून, 2025

का.आ. 1065.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रेपिड प्रोटेक्शन फोर्स प्राइवेट.सिक्योरिटीज और मैनपावर कंसल्टेंसी,के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, हैदराबाद के पंचाट (पहचान संख्या 6/2024) को प्रकाशित करती है, जो केन्द्रीय सरकार को **13/06/2025** को प्राप्त हुआ था।

[सं. एल- 22013/01/2025-आई.आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 16th June, 2025

S.O. 1065.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(ID. No. 6/2024)** of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **Raipid Protection Force Pvt.Securities & Manpower Consultance,** and their workmen, received by the Central Government on **13/06/2025**

[No. L-22013/01/2025 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 24th day of January, 2025

INDUSTRIAL DISPUTE No. 6/2024

Between:

The State General Secretary,
AP Security Guards & Contract
Workers Union (CITU),
24-24-14 Citu State Party
Office Rajaka Veedhi Durgapuram
Vijayawada (Urban), AP-520003

.....Petitioner

AND

1. M/s RAPID PROTECTION FORCE
   Pvt. Securities & Manpower Consultance,
   Sri Nilayam H.No: 52-3-2A/2/1B,
   Road No.3, NTR Colony,
   Vijayawada-520008.
2. The director & CEO,
   All India Institute of Medical Sciences,
   Admin Building, AIIMS Campus,
   Mangalagiri, Guntur-522502.

…Respondents

Appearances:

For the Petitioner : K. pardha Sarathi, Advocate

For the Respondent: None

A W A R D

1. The Government of India, Ministry of Labour by its order No.8/3/2024-B1 dated 31.01.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s RAPID PROTECTION FORCE Pvt. Securities & Manpower Consultance, and their workmen. The reference is,

SCHEDULE

1. "Whether the action of the management of M/s Rapid Protection Force Private Securities & Manpower Consultance, Vijayawada contractor of All India Institute of Medical Sciences, Mangalagiri denying payment of bonus to their 59 workmen (list attached) for the period of June 2021 to March 2022 and April 2022 to February 2023 is justified or not? It not, what relief the workmen are entitled to?"

The reference is numbered in this Tribunal as I.D. No 6/2024 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice served on Petitioner but none present on behalf of Petitioner. Therefore, in absence of Petitioner and non-filing of claim statement by the Petitioner, the case is 'No Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 24th day of January, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 16 जून, 2025

का.आ. 1066.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार शिवाजी डिटेक्टिव सिक्योरिटी सर्विसेज,के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, हैदराबाद के पंचाट (पहचान **संख्या 7/2024**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **13/06/2025** को प्राप्त हुआ था।

[सं. एल- 22013/01/2025-आई.आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 16th June, 2025

S.O. 1066.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(ID. No. 7/2024*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD** as shown in the Annexure, in the industrial dispute between the Management of **Sivaji Detective Security Services,** and their workmen, received by the Central Government on **13*/06/2025***

[No. L-22013/01/2025 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 24th day of January, 2025

INDUSTRIAL DISPUTE No. 7/2024

Between:

The State General Secretary,
AP Security Guards & Contract
Workers Union (CITU),
24-24-14 Citu State Party
Office Rajaka Veedhi Durgapuram
Vijayawada (Urban),

.....Petitioner

AND

1. M/s Sivaji Detective Security Services,
   1-274, Shop No. 7, Saptagiri Complex,

Behind Hero Honda Showroom,

Balaji Nagar, Sri Krishna Grand Hotel,

Miyapur X Road, Hyderabad-500049.

2. The director & CEO,

All India Institute of Medical Sciences,

Admin Building, AIIMS Campus,

Mangalagiri, Guntur-522502.

…Respondents

Appearances:

For the Petitioner : K. pardha Sarathi, Advocate

For the Respondent : None

AWARD

The Government of India, Ministry of Labour by its order No.8/4/2024-B1 dated 31.01.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Sivaji Detective Security Services & another, and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of M/s Sivaji Detective Security Services, Hyderabad, contractor of All India Institute of Medical Sciences, Mangalagiri denying payment of bonus to their 44 workmen (list attached) for the period of 2019-2020, 2020-2021 and April & May, 2021 is justified or not? If not, what relief the workmen are entitled to?"

The reference is numbered in this Tribunal as I.D. No 7/2024 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Record reveals that notice served on Petitioner but none present on behalf of Petitioner. Therefore, in absence of Petitioner and non-filing of claim statement by the Petitioner, the case is 'No Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 24th day of January, 2025.

IRFAN QAMAR, Presiding Offic**er**

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 16 जून, 2025

का.आ. 1067.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**- I के पंचाट (13/2020) प्रकाशित करती है।

[सं. एल– 12025/01/2025-आई आर (बी-I)-67]

सलोनी, उप निदेशक

New Delhi, the 16th June, 2025

S.O. 1067.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.13/2020*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2025- IR (B-I)-67]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Presiding Officer: Sh. Brajesh Kumar Gautam.

ID No.13/2020
Registered On:-12.10.2020

Chander Ket S/o Sh. Jaminder Singh R/o H.No.50, 2nd Floor, Ganesh Vihar, Dhakoli, Zirakpur, Mohali, Punjab.

.....Workman

Versus

1. State Bank of India through its Regional Manager, SCO 43-48, Bank Square, Sector 17-B, Chandigarh.
2. M/s Upender Gupta & Co. through its Proprietor/ Occupier and Manager, H.No.3257, Sector 47-D, Chandigarh.

.....Respondents

AWARD
Passed On:-05.06.2025

1. The workman Chander Ket has filed the present claim petition under Section 2-A of the Industrial Disputes Act, 1947.

2. Since 10.11.2021 to 08.01.2024 the workman remained absent and from 27.08.2024 neither any step is being taken nor the AR of the workman is appearing. During the pendency of the proceedings before this Tribunal on 05.06.2025, the case was fixed for submitting correct address of Respondent No.2 by the workman but none is turning up on behalf of workman. Learned AR of the management has submitted that the workman is not turning up for submitting correct address of Respondent No.2 since long and several opportunities have already been granted to the workman. Workman has been given sufficient opportunities for submitting correct address of Respondent No.2 but none turned up in spite of several opportunities afforded for submitting correct address of Respondent No.2. This shows that the workman is not interested in adjudication of the case on merit.

3. Since the workman has neither put his appearance for long, nor is taking steps to prove his cause against the respondents/ managements. As such, the present claim petition is dismissed for want of prosecution. File after completion be consigned in the record.

4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

B. K. GAUTAM, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1068.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **अध्यक्ष, उड़ीसा झींगा बीज उत्पादन आपूर्ति एवं अनुसंधान केंद्र (ओ एस एस पी ए आर सी) एम पी ई डी ए हाउस, केरल** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री डम्बुरू बेहरा, ओडिशा** के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, भुवनेश्वर पंचाट**(संदर्भ संख्या 49/2016)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 10.06.2025 को प्राप्त हुआ था।

[सं. एल- 42025-07-2025-133- आईआर-(डीयू)]

दिलीप कुमार,अवर सचिव

New Delhi, the 17th June, 2025

S.O. 1068.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No.49/2016**) of the **Central Government Industrial Tribunal cum Labour–Bhubaneswar,** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The President, Orissa Shrimp Seed Production Supply & Research Centre (OSSPARC) MPEDA House, Kerala** and **Sri Damburu Behera, Odisha** which was received along with soft copy of the award by the Central Government on 10.06.2025.

[No. L-42025-07-2025-133-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 49/2016

Filed under section 2(A)(2) of the Industrial Disputes Act.

Date of Passing Order – 19th March, 2025

Between :-

Sri Damburu Behera,
S/o. Late Dasarathi Behera,
At./Po. Damodarpur,
Dist. Ganjam, Odisha.

… Applicant-Workman.

(And)

The President, Orissa Shrimp Seed Production
Supply & Research Centre (OSSPARC) MPEDA House,
Panampilly Avenue, Kochi – 682 036, Kerala.

… Management-Opp. Party.

Appearances:

Mr. Amar Shoo, Advocate.… For the 1st Party-Management.

Mr. Kailah Chandra Mishra… For the Applicant-Workman.

ORDER

This order is being passed on an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an Act).

2. The case of the applicant-workman as per his statement of claim is as follows:-

That he was working under the 1st Party-Management since 01.05.1989 and he was illegally relieved from service on 31.03.2009 by the 1st Party-Management, whereas he had been assured by the 1st Party-Management for disbursement of his arrear dues as well as his rehabilitation. The 1st Party-Management has formulated Service Rules and as per the said rule on successful completion of probation on first appointment every employee shall be confirmed. As per the rules formulated by the Management the date of retirement from service was 60 years and there was no such provision for voluntary retirement scheme, but calling the workman by the Management to submit option for VR Scheme was unconstitutional. Though, he did not opt for VR Scheme floated by the Management he was forced to sign the format for VR Scheme and he was assured for rehabilitation for his livelihood. Since, the action of the Management was neither legal nor justified the 2nd party-workman raised a dispute before the R.L.C. (C) Bhubaneswar on dated 28.11.2013 and when the matter was not resolved he had filed this application under section 2-A(2) of the Act with a prayer to pass an order of his reinstatement of his service with full back wages.

3. The case of the 1st Party-Management as per its written statement is as follows:-

That the present proceeding filed by the applicant under section 2-A(2) of the I.D. Act is not maintainable in the eye of law as the same is grossly barred by limitation. The applicant workman has voluntarily opted for Special VR Scheme floated by the Management and the workman has received all the benefits under Special V.R. scheme. After that the applicant-workman in an afterthought and with ill intention had raised industrial dispute under section 2A(2) of the I.D. Act which is grossly barred by limitation. The applicant workman has voluntarily taken retirement on 31.03.2009 from his service by way of opting special V.R. Scheme floated by the Management and also received all the benefits accrued to him, so the allegation of illegal removal from service on 31.03.2009 by the Management is false, frivolous and baseless. In the Industrial Disputes (Amendment) Act, 2010 Section 2(A)(2) & (3) are inserted for the benefits of the workman to raise his dispute with the management connected with or arising out of discharge, dismissal,

retrenchment or termination, directly before Labour Court or Tribunal within a specific period of three years of such alleged dispute, but the applicant has filed his application much after three years.

A prayer has been made to reject the application of the applicant-workman on the ground of limitation.

4. After going through the pleadings of both the parties it is quite apparent that the 2nd party-workman/applicant has filed this application under section 2-A(2) of the I.D. Act on 28.06.2016 whereas it is the claim of the applicant that he was relieved from service on 31.03.2009.

5. At this stage the Tribunal thinks it proper to discuss here the provisions of the Section – 2(A)(3) of the I.D. Act:-

Section 2-A(3) of the Act specifically provides that the application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment, or otherwise termination of service as specified in sub-section(1).

6. In the instant case the applicant-workman has raised the dispute under section 2-A(2) of the Act after expiry of more than seven years of his alleged termination/retrenchment, so the petition filed by the applicant is not within the prescribed period provided under the provisions of the I.D. Act.

7. After considering all the facts and circumstances of the case the Tribunal finds and holds that the application filed under section 2-A(2) of the I.D. Act is not maintainable as it is time barred. Hence, the application filed under section 2-A(2) of the Industrial Disputes Act is rejected and the case is dismissed.

8. Order is passed accordingly.

9. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1069.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **अध्यक्ष, उड़ीसा झींगा बीज उत्पादन आपूर्ति एवं अनुसंधान केंद्र (ओएसएसपीएआरसी), केरल** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री पुरुषोत्तम दाश, ओडिशा** के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, भुवनेश्वर पंचाट **(संदर्भ संख्या 50/2016)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.06.2025 को प्राप्त हुआ था।

[सं. एल- 42025-07-2025-134- आईआर-(डीयू)]

दिलीप कुमार,अवर सचिव

New Delhi, the 17th June, 2025

S.O. 1069.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No.50/2016**) of the **Central Government Industrial Tribunal cum Labour–Bhubaneswar,** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The President, Orissa Shrimp Seed Production Supply & Research Centre (OSSPARC), Kerala** and **Sri Purshootam Dash, Odisha** workmen which was received along with soft copy of the award by the Central Government on 16.06.2025.

[No. L-42025-07-2025-134-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 50/2016
Filed under section 2(A)(2) of the Industrial Disputes Act.

Date of Passing Order – 19th March, 2025

Between :-

Sri Purshootam Dash,
S/o. Late Kamalochana Das,
At. Pudamari, Brahman Street,
Dist. Ganjam, Odisha.
… Applicant-Workman.

(And)

The President, Orissa Shrimp Seed Production
Supply & Research Centre (OSSPARC) MPEDA House,
Panampilly Avenue, Kochi – 682 036, Kerala.
… Management-Opp. Party.

Appearances:

Mr. Amar Shoo, Advocate…. For the 1st Party-Management.
Mr. Kailah Chandra Mishra… For the Applicant-Workman.

ORDER

This order is being passed on an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an Act).

2. The case of the applicant-workman as per his statement of claim is as follows:-

That he was working under the 1st Party-Management since 11.04.1987 and he was illegally relieved from service on 31.03.2010 by the 1st Party-Management, whereas he had been assured by the 1st Party-Management for disbursement of his arrear dues as well as his rehabilitation. The 1st Party-Management has formulated Service Rules and as per the said rule on successful completion of probation on first appointment every employee shall be confirmed. As per the rules formulated by the Management the date of retirement from service was 60 years and there was no such provision for voluntary retirement scheme, but calling the workman by the Management to submit option for VR Scheme was unconstitutional. Though, he did not opt for VR Scheme floated by the Management he was forced to sign the format for VR Scheme and he was assured for rehabilitation for his livelihood. Since, the action of the Management was neither legal nor justified the 2nd party-workman raised a dispute before the R.L.C.(C) Bhubaneswar on dated 28.11.2013 and when the matter was not resolved he had filed this application under section 2-A(2) of the Act with a prayer to pass an order of his reinstatement of his service with full back wages.

3. The case of the 1st Party-Management as per its written statement is as follows:-

That the present proceeding filed by the applicant under section 2-A(2) of the I.D. Act is not maintainable in the eye of law as the same is grossly barred by limitation. The applicant workman has voluntarily opted for Special VR Scheme floated by the Management and the workman has received all the benefits under Special V.R. scheme. After that the applicant-workman in an afterthought and with ill intention had raised industrial dispute under section 2A(2)

of the I.D. Act which is grossly barred by limitation. The applicant workman has voluntarily taken retirement on 31.03.2010 from his service by way of opting special V.R. Scheme floated by the Management and also received all the benefits accrued to him, so the allegation of illegal removal from service on 31.03.2010 by the Management is false, frivolous and baseless. In the Industrial Disputes (Amendment) Act, 2010 Section 2(A)(2) & (3) are inserted for the benefits of the workman to raise his dispute with the management connected with or arising out of discharge, dismissal, retrenchment or termination, directly before Labour Court or Tribunal within a specific period of three years of such alleged dispute, but the applicant has filed his application much after three years.

A prayer has been made to reject the application of the applicant-workman on the ground of limitation.

4. After going through the pleadings of both the parties it is quite apparent that the 2nd party-workman/applicant has filed this application under section 2-A(2) of the I.D. Act on 28.06.2016 whereas it is the claim of the applicant that he was relieved from service on 31.03.2010.

5. At this stage the Tribunal thinks it proper to discuss here the provisions of the Section – 2(A)(3) of the I.D. Act:-

Section 2-A(3) of the Act specifically provides that the application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment, or otherwise termination of service as specified in sub-section(1).

6. In the instant case the applicant-workman has raised the dispute under section 2-A(2) of the Act after expiry of more than seven years of his alleged termination/retrenchment, so the petition filed by the applicant is not within the prescribed period provided under the provisions of the I.D. Act.

7. After considering all the facts and circumstances of the case the Tribunal finds and holds that the application filed under section 2-A(2) of the I.D. Act is not maintainable as it is time barred. Hence, the application filed under section 2-A(2) of the Industrial Disputes Act is rejected and the case is dismissed.

8. Order is passed accordingly.

9. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated &Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1070.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **अध्यक्ष, उड़ीसा झींगा बीज उत्पादन आपूर्ति एवं अनुसंधान केंद्र (ओएसएसपीएआरसी) केरल** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री चक्रपाणि बेहरा, ओडिशा** के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, भुवनेश्वर पंचाट **(संदर्भ संख्या 51/2016)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.06.2025 को प्राप्त हुआ था।

[सं. एल- 42025-07-2025-135- आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 17th June, 2025

S.O. 1070.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 51/2016**) of the **Central Government Industrial Tribunal cum Labour–Bhubaneswar,** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The President, Orissa Shrimp Seed Production Supply & Research Centre (OSSPARC), Kerala** and **Sri Chakrapani Behera, Odisha** which was received along with soft copy of the award by the Central Government on 16.06.2025.

[No. L-42025-07-2025-135-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 51/2016

Filed under section 2(A)(2) of the Industrial Disputes Act.

Date of Passing Order – 19th March, 2025

Between :-

Sri Chakrapani Behera,
S/o. Sri B iswambar Behera,
At. Haripur, P.O. Gopalpur-on-sea,
Dist. Ganjam, Odisha.

… Applicant-Workman.

(And)

The President, Orissa Shrimp Seed Production
Supply & Research Centre (OSSPARC) MPEDA House,
Panampilly Avenue, Kochi – 682 036, Kerala.

… Management-Opp. Party.

Appearances:

Mr. Amar Shoo, Advocate.… For the 1st Party-Management.
Mr. Kailah Chandra Mishra… For the Applicant-Workman.

O RD E R

This order is being passed on an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an Act).

2. The case of the applicant-workman as per his statement of claim is as follows:-

That he was working under the 1st Party-Management since 11.04.1988 and he was illegally relieved from service on 31.03.2009 by the 1st Party-Management, whereas he had been assured by the 1st Party-Management for disbursement of his arrear dues as well as his rehabilitation. The 1st Party-Management has formulated Service Rules and as per the said rule on successful completion of probation on first appointment every employee shall be confirmed. As per the rules formulated by the Management the date of retirement from service was 60 years and there was no such provision for voluntary retirement scheme, but calling the workman by the Management to submit option for VR Scheme was unconstitutional. Though, he did not opt for VR Scheme floated by the Management he was forced to sign the format for VR Scheme and he was assured for rehabilitation for his livelihood. Since, the action of the Management was neither legal nor justified the 2nd party-workman raised a dispute before the R.L.C.(C) Bhubaneswar on dated 28.11.2013

and when the matter was not resolved he had filed this application under section 2-A(2) of the Act with a prayer to pass an order of his reinstatement of his service with full back wages.

3. The case of the 1st Party-Management as per its written statement is as follows:-

That the present proceeding filed by the applicant under section 2-A(2) of the I.D. Act is not maintainable in the eye of law as the same is grossly barred by limitation. The applicant workman has voluntarily opted for Special VR Scheme floated by the Management and the workman has received all the benefits under Special V.R. scheme. After that the applicant-workman in an afterthought and with ill intention had raised industrial dispute under section 2A(2) of the I.D. Act which is grossly barred by limitation. The applicant workman has voluntarily taken retirement on 31.03.2009 from his service by way of opting special V.R. Scheme floated by the Management and also received all the benefits accrued to him, so the allegation of illegal removal from service on 31.03.2009 by the Management is false, frivolous and baseless. In the Industrial Disputes (Amendment) Act, 2010 Section 2(A)(2) & (3) are inserted for the benefits of the workman to raise his dispute with the management connected with or arising out of discharge, dismissal, retrenchment or termination, directly before Labour Court or Tribunal within a specific period of three years of such alleged dispute, but the applicant has filed his application much after three years.

A prayer has been made to reject the application of the applicant-workman on the ground of limitation.

4. After going through the pleadings of both the parties it is quite apparent that the 2nd party-workman/applicant has filed this application under section 2-A(2) of the I.D. Act on 28.06.2016 whereas it is the claim of the applicant that he was relieved from service on 31.03.2009.

5. At this stage the Tribunal thinks it proper to discuss here the provisions of the Section – 2(A)(3) of the I.D. Act:-

Section 2-A(3) of the Act specifically provides that the application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment, or otherwise termination of service as specified in sub-section(1).

6. In the instant case the applicant-workman has raised the dispute under section 2-A(2) of the Act after expiry of more than seven years of his alleged termination/retrenchment, so the petition filed by the applicant is not within the prescribed period provided under the provisions of the I.D. Act.

7. After considering all the facts and circumstances of the case the Tribunal finds and holds that the application filed under section 2-A(2) of the I.D. Act is not maintainable as it is time barred. Hence, the application filed under section 2-A(2) of the Industrial Disputes Act is rejected and the case is dismissed.

8. Order is passed accordingly.

9. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated &Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1071.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **अध्यक्ष, उड़ीसा झींगा बीज उत्पादन आपूर्ति एवं अनुसंधान केंद्र (ओएसएसपी एआरसी) केरल** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री भास्कर पाणिग्रही, ओडिशा** के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, भुवनेश्वर पंचाट**(संदर्भ संख्या 52/2016)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.06.2025 को प्राप्त हुआ था।

[सं. एल- 42025-07-2025-136- आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 17th June, 2025

S.O. 1071.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No.52/2016**) of the **Central Government Industrial Tribunal cum Labour–Bhubaneswar,** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **President, Orissa Shrimp Seed Production Supply & Research Centre (OSSPARC), Kerala** and **Sri Bhaskar Panigrahi, Odisha** workmen which was received along with soft copy of the award by the Central Government on 16.06.2025.

[No. L-42025-07-2025-136-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 52/2016

Filed under section 2(A)(2) of the Industrial Disputes Act.

Date of Passing Order – 19th March, 2025

Between :-

Sri Bhaskar Panigrahi,
S/o. Late Khetrabasi Panigrahi,
At. Gopalpur-on-Sea, Revu Street,
Dist. Ganjam, Odisha.

… Applicant-Workman.

(And)

The President, Orissa Shrimp Seed Production
Supply & Research Centre (OSSPARC) MPEDA House,
Panampilly Avenue, Kochi – 682 036, Kerala.

… Management-Opp. Party.

Appearances:

Mr. Amar Shoo, Advocate.… For the 1st Party-Management.
Mr. Kailah Chandra Mishra… For the Applicant-Workman.

ORDER

This order is being passed on an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an Act).

2. The case of the applicant-workman as per his statement of claim is as follows:-

That he was working under the 1st Party-Management since 31.03.1988 and he was illegally relieved from service on 31.03.2009 by the 1st Party-Management, whereas he had been assured by the 1st Party-Management for disbursement of his arrear dues as well as his rehabilitation. The 1st Party-Management has formulated Service Rules and as per the said rule on successful completion of probation on first appointment every employee shall be confirmed. As per the rules formulated by the Management the date of retirement from service was 60 years and there was no such provision for voluntary retirement scheme, but calling the workman by the Management to submit option for VR Scheme was unconstitutional. Though, he did not opt for VR Scheme floated by the Management he was forced to sign the format for VR Scheme and he was assured for rehabilitation for his livelihood. Since, the action of the Management was neither legal nor justified the 2nd party-workman raised a dispute before the R.L.C.(C) Bhubaneswar on dated 28.11.2013 and when the matter was not resolved he had filed this application under section 2-A(2) of the Act with a prayer to pass an order of his reinstatement of his service with full back wages.

3. The case of the 1st Party-Management as per its written statement is as follows:-

That the present proceeding filed by the applicant under section 2-A(2) of the I.D. Act is not maintainable in the eye of law as the same is grossly barred by limitation. The applicant workman has voluntarily opted for Special VR Scheme floated by the Management and the workman has received all the benefits under Special V.R. scheme. After that the applicant-workman in an afterthought and with ill intention had raised industrial dispute under section 2A(2) of the I.D. Act which is grossly barred by limitation. The applicant workman has voluntarily taken retirement on 31.03.2009 from his service by way of opting special V.R. Scheme floated by the Management and also received all the benefits accrued to him, so the allegation of illegal removal from service on 31.03.2009 by the Management is false, frivolous and baseless. In the Industrial Disputes (Amendment) Act, 2010 Section 2(A)(2) & (3) are inserted for the benefits of the workman to raise his dispute with the management connected with or arising out of discharge, dismissal, retrenchment or termination, directly before Labour Court or Tribunal within a specific period of three years of such alleged dispute, but the applicant has filed his application much after three years.

A prayer has been made to reject the application of the applicant-workman on the ground of limitation.

4. After going through the pleadings of both the parties it is quite apparent that the 2nd party-workman/applicant has filed this application under section 2-A(2) of the I.D. Act on 28.06.2016 whereas it is the claim of the applicant that he was relieved from service on 31.03.2009.

5. At this stage the Tribunal thinks it proper to discuss here the provisions of the Section – 2(A)(3) of the I.D. Act:-

Section 2-A(3) of the Act specifically provides that the application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment, or otherwise termination of service as specified in sub-section(1).

6. In the instant case the applicant-workman has raised the dispute under section 2-A(2) of the Act after expiry of more than seven years of his alleged termination/retrenchment, so the petition filed by the applicant is not within the prescribed period provided under the provisions of the I.D. Act.

7. After considering all the facts and circumstances of the case the Tribunal finds and holds that the application filed under section 2-A(2) of the I.D. Act is not maintainable as it is time barred. Hence, the application filed under section 2-A(2) of the Industrial Disputes Act is rejected and the case is dismissed.

8. Order is passed accordingly.

9. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated &Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1072.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **अध्यक्ष, उड़ीसा झींगा बीज उत्पादन आपूर्ति एवं अनुसंधान केंद्र (ओएसएसपीएआरसी) केरल** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एस.एन. पाधी, ओडिशा** के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, भुवनेश्वर पंचाट**(संदर्भ संख्या 53/2016)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.06.2025 को प्राप्त हुआ था।

[सं. एल- 42025-07-2025-137- आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 17th June, 2025

S.O. 1072.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 53/2016**) of the **Central Government Industrial Tribunal cum Labour–Bhubaneswar,** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The President, Orissa Shrimp Seed Production Supply & Research Centre, (OSSPARC) Kerala** and **Sri S.N. Padhi, Odisha,** workmen which was received along with soft copy of the award by the Central Government on 16.06.2025.

[No. L-42025-07-2025-137-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 53/2016
Filed under section 2(A)(2) of the Industrial Disputes Act.

Date of Passing Order – 19th March, 2025

Between :-

Sri S.N. Padhi,
S/o. Late Jagannath Prasad Padhi,
At. College Road, Gopalpur-on-Sea,
Dist. Ganjam, Odisha.

… Applicant-Workman.

(And)

The President, Orissa Shrimp Seed Production
Supply & Research Centre (OSSPARC) MPEDA House,
Panampilly Avenue, Kochi – 682 036, Kerala.

… Management-Opp. Party.

Appearances:

Mr. Amar Shoo, Advocate…. For the 1st Party-Management.

Mr. Kailah Chandra Mishra… For the Applicant-Workman.

ORDER

This order is being passed on an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an Act).

2. The case of the applicant-workman as per his statement of claim is as follows:-

That he was working under the 1st Party-Management since 31.03.1988 and he was illegally relieved from service on 31.03.2009 by the 1st Party-Management, whereas he had been assured by the 1st Party-Management for disbursement of his arrear dues as well as his rehabilitation. The 1st Party-Management has formulated Service Rules and as per the said rule on successful completion of probation on first appointment every employee shall be confirmed. As per the rules formulated by the Management the date of retirement from service was 60 years and there was no such provision for voluntary retirement scheme, but calling the workman by the Management to submit option for VR Scheme was unconstitutional. Though, he did not opt for VR Scheme floated by the Management he was forced to sign the format for VR Scheme and he was assured for rehabilitation for his livelihood. Since, the action of the Management was neither legal nor justified the 2nd party-workman raised a dispute before the R.L.C.(C) Bhubaneswar on dated 28.11.2013 and when the matter was not resolved he had filed this application under section 2-A(2) of the Act with a prayer to pass an order of his reinstatement of his service with full back wages.

3. The case of the 1st Party-Management as per its written statement is as follows:-

That the present proceeding filed by the applicant under section 2-A(2) of the I.D. Act is not maintainable in the eye of law as the same is grossly barred by limitation. The applicant workman has voluntarily opted for Special VR Scheme floated by the Management and the workman has received all the benefits under Special V.R. scheme. After that the applicant-workman in an afterthought and with ill intention had raised industrial dispute under section 2A(2) of the I.D. Act which is grossly barred by limitation. The applicant workman has voluntarily taken retirement on 31.03.2009 from his service by way of opting special V.R. Scheme floated by the Management and also received all the benefits accrued to him, so the allegation of illegal removal from service on 31.03.2009 by the Management is false, frivolous and baseless. In the Industrial Disputes (Amendment) Act, 2010 Section 2(A)(2) & (3) are inserted for the benefits of the workman to raise his dispute with the management connected with or arising out of discharge, dismissal, retrenchment or termination, directly before Labour Court or Tribunal within a specific period of three years of such alleged dispute, but the applicant has filed his application much after three years.

A prayer has been made to reject the application of the applicant-workman on the ground of limitation.

4. After going through the pleadings of both the parties it is quite apparent that the 2nd party-workman/applicant has filed this application under section 2-A(2) of the I.D. Act on 28.06.2016 whereas it is the claim of the applicant that he was relieved from service on 31.03.2009.

5. At this stage the Tribunal thinks it proper to discuss here the provisions of the Section – 2(A)(3) of the I.D. Act:-

Section 2-A(3) of the Act specifically provides that the application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment, or otherwise termination of service as specified in sub-section(1).

6. In the instant case the applicant-workman has raised the dispute under section 2-A(2) of the Act after expiry of more than seven years of his alleged termination/retrenchment, so the petition filed by the applicant is not within the prescribed period provided under the provisions of the I.D. Act.

7. After considering all the facts and circumstances of the case the Tribunal finds and holds that the application filed under section 2-A(2) of the I.D. Act is not maintainable as it is time barred. Hence, the application filed under section 2-A(2) of the Industrial Disputes Act is rejected and the case is dismissed.

8. Order is passed accordingly.

9. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1073.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **अध्यक्ष, उड़ीसा झींगा बीज उत्पादन आपूर्ति एवं अनुसंधान केंद्र (ओएसएसपीएआरसी), केरल** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री प्रफुल्ल कुमार साहू, ओडिशा** के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, भुवनेश्वर पंचाट **(संदर्भ संख्या 54/2016)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.06.2025 को प्राप्त हुआ था।

[सं. एल- 42025-07-2025-138-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 17th June, 2025

S.O. 1073.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 54/2016**) of the **Central Government Industrial Tribunal cum Labour–Bhubaneswar,** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The President, Orissa Shrimp Seed Production Supply & Research Centre (OSSPARC), Kerala** and **Sri Prafulla Kumar Sahu, Odisha ,** workmen which was received along with soft copy of the award by the Central Government on 16.06.2025.

[No. L-42025-07-2025-138-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 54/2016
Filed under section 2(A)(2) of the Industrial Disputes Act.

Date of Passing Order – 21st April, 2025

Between :-

Sri Prafulla Kumar Sahu,

S/o. Krushna Chandra Sahu, Big Street,
Gopalpur-on-Sea,
Dist. Ganjam, Odisha.

… Applicant-Workman.

(And)

The President, Orissa Shrimp Seed Production
Supply & Research Centre (OSSPARC) MPEDA House,
Panampilly Avenue, Kochi – 682 036, Kerala.

… Management-Opp. Party.

Appearances:

Mr. Amar Shoo, Advocate.… For the 1st Party-Management.
Mr. Kailah Chandra Mishra… For the Applicant-Workman.

ORDER

This order is being passed on an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an Act).

2. The case of the applicant-workman as per his statement of claim is as follows:-

That he was working under the 1st Party-Management since 09.08.1993 and he was illegally relieved from service on 31.03.2009 by the 1st Party-Management, whereas he had been assured by the 1st Party-Management for disbursement of his arrear dues as well as his rehabilitation. The 1st Party-Management has formulated Service Rules and as per the said rule on successful completion of probation on first appointment every employee shall be confirmed. As per the rules formulated by the Management the date of retirement from service was 60 years and there was no such provision for voluntary retirement scheme, but calling the workman by the Management to submit option for VR Scheme was unconstitutional. Though, he did not opt for VR Scheme floated by the Management he was forced to sign the format for VR Scheme and he was assured for rehabilitation for his livelihood. Since, the action of the Management was neither legal nor justified the 2nd party-workman raised a dispute before the R.L.C.(C) Bhubaneswar on dated 28.11.2013 and when the matter was not resolved he had filed this application under section 2-A(2) of the Act with a prayer to pass an order of his reinstatement of his service with full back wages.

3. The case of the 1st Party-Management as per its written statement is as follows:-

That the present proceeding filed by the applicant under section 2-A(2) of the I.D. Act is not maintainable in the eye of law as the same is grossly barred by limitation. The applicant workman has voluntarily opted for Special VR Scheme floated by the Management and the workman has received all the benefits under Special V.R. scheme. After that the applicant-workman in an afterthought and with ill intention had raised industrial dispute under section 2A(2) of the I.D. Act which is grossly barred by limitation. The applicant workman has voluntarily taken retirement on 31.03.2009 from his service by way of opting special V.R. Scheme floated by the Management and also received all the benefits accrued to him, so the allegation of illegal removal from service on 31.03.2009 by the Management is false, frivolous and baseless. In the Industrial Disputes (Amendment) Act, 2010 Section 2(A)(2) & (3) are inserted for the benefits of the workman to raise his dispute with the management connected with or arising out of discharge, dismissal, retrenchment or termination, directly before Labour Court or Tribunal within a specific period of three years of such alleged dispute, but the applicant has filed his application much after three years.

A prayer has been made to reject the application of the applicant-workman on the ground of limitation.

4. After going through the pleadings of both the parties it is quite apparent that the 2nd party-workman/applicant has filed this application under section 2-A(2) of the I.D. Act on 28.06.2016 whereas it is the claim of the applicant that he was relieved from service on 31.03.2009.

5. At this stage the Tribunal thinks it proper to discuss here the provisions of the Section – 2(A)(3) of the I.D. Act:-

Section 2-A(3) of the Act specifically provides that the application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment, or otherwise termination of service as specified in sub-section(1).

6. In the instant case the applicant-workman has raised the dispute under section 2-A(2) of the Act after expiry of more than seven years of his alleged termination/retrenchment, so the petition filed by the applicant is not within the prescribed period provided under the provisions of the I.D. Act.

7. After considering all the facts and circumstances of the case the Tribunal finds and holds that the application filed under section 2-A(2) of the I.D. Act is not maintainable as it is time barred. Hence, the application filed under section 2-A(2) of the Industrial Disputes Act is rejected and the case is dismissed.

8. Order is passed accordingly.

9. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated &Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1074.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **अध्यक्ष, उड़ीसा झींगा बीज उत्पादन आपूर्ति एवं अनुसंधान केंद्र (ओएसएसपीएआरसी), केरल** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री लक्ष्मण कुमार बेहरा** के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, भुवनेश्वर पंचाट **(संदर्भ संख्या- 55/2016)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.06.2025 को प्राप्त हुआ था।

[सं. एल- 42025-07-2025-139- आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 17th June, 2025

S.O. 1074.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 55/2016**) of the **Central Government Industrial Tribunal cum Labour–Bhubaneswar,** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The President, Orissa Shrimp Seed Production Supply & Research Centre (OSSPARC) , Kerala** and **Sri Laxman Kumar Behera** which was received along with soft copy of the award by the Central Government on 16.06.2025.

[No. L-42025-07-2025-139-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 55/2016
Filed under section 2(A)(2) of the Industrial Disputes Act.
Date of Passing Order – 21st April, 2025

Between :-

Sri Laxman Kumar Behera,
S/o. Tankadhar Behera, Village: Haripur,
Gopalpur-on-Sea,
Dist. Ganjam, Odisha.

… Applicant-Workman.

(And)

The President, Orissa Shrimp Seed Production
Supply & Research Centre (OSSPARC) MPEDA House,
Panampilly Avenue, Kochi – 682 036, Kerala.

… Management-Opp. Party.

Appearances:

Mr. Amar Shoo, Advocate.… For the 1st Party-Management.
Mr. Kailah Chandra Mishra… For the Applicant-Workman.

ORDER

This order is being passed on an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an Act).

2. The case of the applicant-workman as per his statement of claim is as follows:-

That he was working under the 1st Party-Management since 11.04.1988 and he was illegally relieved from service on 31.03.2009 by the 1st Party-Management, whereas he had been assured by the 1st Party-Management for disbursement of his arrear dues as well as his rehabilitation. The 1st Party-Management has formulated Service Rules and as per the said rule on successful completion of probation on first appointment every employee shall be confirmed. As per the rules formulated by the Management the date of retirement from service was 60 years and there was no such provision for voluntary retirement scheme, but calling the workman by the Management to submit option for VR Scheme was unconstitutional. Though, he did not opt for VR Scheme floated by the Management he was forced to sign the format for VR Scheme and he was assured for rehabilitation for his livelihood. Since, the action of the Management was neither legal nor justified the 2nd party-workman raised a dispute before the R.L.C.(C) Bhubaneswar on dated 28.11.2013 and when the matter was not resolved he had filed this application under section 2-A(2) of the Act with a prayer to pass an order of his reinstatement of his service with full back wages.

3. The case of the 1st Party-Management as per its written statement is as follows:-

That the present proceeding filed by the applicant under section 2-A(2) of the I.D. Act is not maintainable in the eye of law as the same is grossly barred by limitation. The applicant workman has voluntarily opted for Special VR Scheme floated by the Management and the workman has received all the benefits under Special V.R. scheme. After that the applicant-workman in an afterthought and with ill intention had raised industrial dispute under section 2A(2) of the I.D. Act which is grossly barred by limitation. The applicant workman has voluntarily taken retirement

on 31.03.2009 from his service by way of opting special V.R. Scheme floated by the Management and also received all the benefits accrued to him, so the allegation of illegal removal from service on 31.03.2009 by the Management is false, frivolous and baseless. In the Industrial Disputes (Amendment) Act, 2010 Section 2(A)(2) & (3) are inserted for the benefits of the workman to raise his dispute with the management connected with or arising out of discharge, dismissal, retrenchment or termination, directly before Labour Court or Tribunal within a specific period of three years of such alleged dispute, but the applicant has filed his application much after three years.

A prayer has been made to reject the application of the applicant-workman on the ground of limitation.

4. After going through the pleadings of both the parties it is quite apparent that the 2nd party-workman/applicant has filed this application under section 2-A(2) of the I.D. Act on 28.06.2016 whereas it is the claim of the applicant that he was relieved from service on 31.03.2009.

5. At this stage the Tribunal thinks it proper to discuss here the provisions of the Section – 2(A)(3) of the I.D. Act:-

Section 2-A(3) of the Act specifically provides that the application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment, or otherwise termination of service as specified in sub-section(1).

6. In the instant case the applicant-workman has raised the dispute under section 2-A(2) of the Act after expiry of more than seven years of his alleged termination/retrenchment, so the petition filed by the applicant is not within the prescribed period provided under the provisions of the I.D. Act.

7. After considering all the facts and circumstances of the case the Tribunal finds and holds that the application filed under section 2-A(2) of the I.D. Act is not maintainable as it is time barred. Hence, the application filed under section 2-A(2) of the Industrial Disputes Act is rejected and the case is dismissed.

8. Order is passed accordingly.

9. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated &Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1075.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **अध्यक्ष, उड़ीसा झींगा बीज उत्पादन आपूर्ति एवं अनुसंधान केंद्र (ओएसएसपीएआरसी), केरल** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री बी. पूर्ण चंद्र पात्रा, ओडिशा** के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, भुवनेश्वर पंचाट **(संदर्भ संख्या 57/2016)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.06.2025 को प्राप्त हुआ था।

[सं. एल- 42025-07-2025-141- आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 17th June, 2025

S.O. 1075.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No.57/2016**) of the **Central Government Industrial Tribunal cum Labour–Bhubaneswar,** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The President, Orissa Shrimp Seed Production Supply & Research Centre (OSSPARC) , Kerala** and **Sri B. Purna Chandra Patra, Odisha** workmen which was received along with soft copy of the award by the Central Government on 16.06.2025.

[No. L-42025-07-2025-141-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 57/2016

Filed under section 2(A)(2) of the Industrial Disputes Act.

Date of Passing Order – 21st April, 2025

Between :-

Sri B. Purna Chandra Patra,
S/o. B. Balaram Patra, Subash Nagar,
Near Sabat Bunglow, Lanjipalli,
Berhampur, Dist. Ganjam, Odisha.

… Applicant-Workman.

(And)

The President, Orissa Shrimp Seed Production
Supply & Research Centre (OSSPARC) MPEDA House,
Panampilly Avenue, Kochi – 682 036, Kerala.

… Management-Opp. Party.

Appearances:

Mr. Amar Shoo, Advocate.… For the 1st Party-Management.
Mr. Kailah Chandra Mishra… For the Applicant-Workman.

ORDER

This order is being passed on an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an Act).

2. The case of the applicant-workman as per his statement of claim is as follows:-

That he was working under the 1st Party-Management since 01.05.1993 and he was illegally relieved from service on 31.03.2010 by the 1st Party-Management, whereas he had been assured by the 1st Party-Management for disbursement of his arrear dues as well as his rehabilitation. The 1st Party-Management has formulated Service Rules and as per the said rule on successful completion of probation on first appointment every employee shall be confirmed. As per the rules formulated by the Management the date of retirement from service was 60 years and there was no such provision for voluntary retirement scheme, but calling the workman by the Management to submit option for VR Scheme was unconstitutional. Though, he did not opt for VR Scheme floated by the Management he was forced to sign the format for VR Scheme and he was assured for rehabilitation for his livelihood. Since, the action of the Management was neither legal nor justified the 2nd party-workman raised a dispute before the R.L.C.(C) Bhubaneswar on dated 28.11.2013 and

when the matter was not resolved he had filed this application under section 2-A(2) of the Act with a prayer to pass an order of his reinstatement of his service with full back wages.

3. The case of the 1st Party-Management as per its written statement is as follows:-

That the present proceeding filed by the applicant under section 2-A(2) of the I.D. Act is not maintainable in the eye of law as the same is grossly barred by limitation. The applicant workman has voluntarily opted for Special VR Scheme floated by the Management and the workman has received all the benefits under Special V.R. scheme. After that the applicant-workman in an afterthought and with ill intention had raised industrial dispute under section 2A(2) of the I.D. Act which is grossly barred by limitation. The applicant workman has voluntarily taken retirement on 31.03.2010 from his service by way of opting special V.R. Scheme floated by the Management and also received all the benefits accrued to him, so the allegation of illegal removal from service on 31.03.2010 by the Management is false, frivolous and baseless. In the Industrial Disputes (Amendment) Act, 2010 Section 2(A)(2) & (3) are inserted for the benefits of the workman to raise his dispute with the management connected with or arising out of discharge, dismissal, retrenchment or termination, directly before Labour Court or Tribunal within a specific period of three years of such alleged dispute, but the applicant has filed his application much after three years.

A prayer has been made to reject the application of the applicant-workman on the ground of limitation.

4. After going through the pleadings of both the parties it is quite apparent that the 2nd party-workman/applicant has filed this application under section 2-A(2) of the I.D. Act on 28.06.2016 whereas it is the claim of the applicant that he was relieved from service on 31.03.2010.

5. At this stage the Tribunal thinks it proper to discuss here the provisions of the Section – 2(A)(3) of the I.D. Act:-

Section 2-A(3) of the Act specifically provides that the application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment, or otherwise termination of service as specified in sub-section(1).

6. In the instant case the applicant-workman has raised the dispute under section 2-A(2) of the Act after expiry of more than seven years of his alleged termination/retrenchment, so the petition filed by the applicant is not within the prescribed period provided under the provisions of the I.D. Act.

7. After considering all the facts and circumstances of the case the Tribunal finds and holds that the application filed under section 2-A(2) of the I.D. Act is not maintainable as it is time barred. Hence, the application filed under section 2-A(2) of the Industrial Disputes Act is rejected and the case is dismissed.

8. Order is passed accordingly.

9. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated &Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1076.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **अध्यक्ष, उड़ीसा झींगा बीज उत्पादन आपूर्ति एवं अनुसंधान केंद्र (ओएसएसपीएआरसी), केरल** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री आर. कृष्णा राव, ओडिशा** के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, भुवनेश्वर पंचाट **(संदर्भ संख्या 58/2016)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.06.2025 को प्राप्त हुआ था।

[सं. एल- 42025-07-2025-142- आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 17th June, 2025

S.O. 1076.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No.58/2016**) of the **Central Government Industrial Tribunal cum Labour–Bhubaneswar,** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The President, Orissa Shrimp Seed Production Supply & Research Centre (OSSPARC) , Kerala** and **Sri R. Krishna Rao, Odisha** workmen which was received along with soft copy of the award by the Central Government on 16.06.2025.

[No. L-42025-07-2025-142-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 58/2016

Filed under section 2(A)(2) of the Industrial Disputes Act.

Date of Passing Order – 21st April, 2025

Between :-

Sri R. Krishna Rao,,
S/o. Late R. Arkeya, Near Andhra Bank,,
Gopalpur-on-Sea,
Dist. Ganjam, Odisha.

… Applicant-Workman.

(And)

The President, Orissa Shrimp Seed Production
Supply & Research Centre (OSSPARC) MPEDA House,
Panampilly Avenue, Kochi – 682 036, Kerala.

… Management-Opp. Party.

Appearances:

Mr. Amar Shoo, Advocate…. For the 1st Party-Management.

Mr. Kailah Chandra Mishra… For the Applicant-Workman.

ORDER

This order is being passed on an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an Act).

2. The case of the applicant-workman as per his statement of claim is as follows:-

That he was working under the 1st Party-Management since 10.08.1993 and he was illegally relieved from service on 31.03.2009 by the 1st Party-Management, whereas he had been assured by the 1st Party-Management for disbursement of his arrear dues as well as his rehabilitation. The 1st Party-Management has formulated Service Rules and as per the said rule on successful completion of probation on first appointment every employee shall be confirmed. As per the rules formulated by the Management the date of retirement from service was 60 years and there was no such provision for voluntary retirement scheme, but calling the workman by the Management to submit option for VR Scheme was unconstitutional. Though, he did not opt for VR Scheme floated by the Management he was forced to sign the format for VR Scheme and he was assured for rehabilitation for his livelihood. Since, the action of the Management was neither legal nor justified the 2nd party-workman raised a dispute before the R.L.C.(C) Bhubaneswar on dated 28.11.2013 and when the matter was not resolved he had filed this application under section 2-A(2) of the Act with a prayer to pass an order of his reinstatement of his service with full back wages.

3. The case of the 1st Party-Management as per its written statement is as follows:-

That the present proceeding filed by the applicant under section 2-A(2) of the I.D. Act is not maintainable in the eye of law as the same is grossly barred by limitation. The applicant workman has voluntarily opted for Special VR Scheme floated by the Management and the workman has received all the benefits under Special V.R. scheme. After that the applicant-workman in an afterthought and with ill intention had raised industrial dispute under section 2A(2) of the I.D. Act which is grossly barred by limitation. The applicant workman has voluntarily taken retirement on 31.03.2009 from his service by way of opting special V.R. Scheme floated by the Management and also received all the benefits accrued to him, so the allegation of illegal removal from service on 31.03.2009 by the Management is false, frivolous and baseless. In the Industrial Disputes (Amendment) Act, 2010 Section 2(A)(2) & (3) are inserted for the benefits of the workman to raise his dispute with the management connected with or arising out of discharge, dismissal, retrenchment or termination, directly before Labour Court or Tribunal within a specific period of three years of such alleged dispute, but the applicant has filed his application much after three years.

A prayer has been made to reject the application of the applicant-workman on the ground of limitation.

4. After going through the pleadings of both the parties it is quite apparent that the 2nd party-workman/applicant has filed this application under section 2-A(2) of the I.D. Act on 28.06.2016 whereas it is the claim of the applicant that he was relieved from service on 31.03.2009.

5. At this stage the Tribunal thinks it proper to discuss here the provisions of the Section – 2(A)(3) of the I.D. Act:-

Section 2-A(3) of the Act specifically provides that the application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment, or otherwise termination of service as specified in sub-section(1).

6. In the instant case the applicant-workman has raised the dispute under section 2-A(2) of the Act after expiry of more than seven years of his alleged termination/retrenchment, so the petition filed by the applicant is not within the prescribed period provided under the provisions of the I.D. Act.

7. After considering all the facts and circumstances of the case the Tribunal finds and holds that the application filed under section 2-A(2) of the I.D. Act is not maintainable as it is time barred. Hence, the application filed under section 2-A(2) of the Industrial Disputes Act is rejected and the case is dismissed.

8. Order is passed accordingly.

9. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1077.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **अध्यक्ष, उड़ीसा झींगा बीज उत्पादन आपूर्ति एवं अनुसंधान केंद्र (ओएसएसपीएआरसी), केरल** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री प्रशांत कुमार मांधाता पटनायक,ओडिशा** के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, भुवनेश्वर पंचाट **(संदर्भ संख्या 59/2016)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.06.2025 को प्राप्त हुआ था।

[सं. एल- 42025-07-2025-143- आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 17th June, 2025

S.O. 1077.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No.59/2016**) of the **Central Government Industrial Tribunal cum Labour–Bhubaneswar,** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The President, Orissa Shrimp Seed Production Supply & Research Centre (OSSPARC) , Kerala** and **Sri Prasanta Kumar Mandhata Patnaik, Odisha** workmen which was received along with soft copy of the award by the Central Government on 16.06.2025.

[No. L-42025-07-2025-143-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 59/2016

Filed under section 2(A)(2) of the Industrial Disputes Act.

Date of Passing Order – 21st April, 2025

Between :-

Sri Prasanta Kumar Mandhata Patnaik,
S/o. Biswanath Mandhata Patnaik,
At. Nityananda Nivas, Zanana Hospital Road,

Berhampur, Dist. Ganjam, Odisha.

… Applicant-Workman.

(And)

The President, Orissa Shrimp Seed Production
Supply & Research Centre (OSSPARC) MPEDA House,
Panampilly Avenue, Kochi – 682 036, Kerala.

… Management-Opp. Party.

Appearances:

Mr. Amar Shoo, Advocate.… For the 1st Party-Management.

Mr. Kailah Chandra Mishra… For the Applicant-Workman.

ORDER

This order is being passed on an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an Act).

2. The case of the applicant-workman as per his statement of claim is as follows:-

That he was working under the 1st Party-Management since 13.02.1987 and he was illegally relieved from service on 31.03.2010 by the 1st Party-Management, whereas he had been assured by the 1st Party-Management for disbursement of his arrear dues as well as his rehabilitation. The 1st Party-Management has formulated Service Rules and as per the said rule on successful completion of probation on first appointment every employee shall be confirmed. As per the rules formulated by the Management the date of retirement from service was 60 years and there was no such provision for voluntary retirement scheme, but calling the workman by the Management to submit option for VR Scheme was unconstitutional. Though, he did not opt for VR Scheme floated by the Management he was forced to sign the format for VR Scheme and he was assured for rehabilitation for his livelihood. Since, the action of the Management was neither legal nor justified the 2nd party-workman raised a dispute before the R.L.C.(C) Bhubaneswar on dated 28.11.2013 and when the matter was not resolved he had filed this application under section 2-A(2) of the Act with a prayer to pass an order of his reinstatement of his service with full back wages.

3. The case of the 1st Party-Management as per its written statement is as follows:-

That the present proceeding filed by the applicant under section 2-A(2) of the I.D. Act is not maintainable in the eye of law as the same is grossly barred by limitation. The applicant workman has voluntarily opted for Special VR Scheme floated by the Management and the workman has received all the benefits under Special V.R. scheme. After that the applicant-workman in an afterthought and with ill intention had raised industrial dispute under section 2A(2) of the I.D. Act which is grossly barred by limitation. The applicant workman has voluntarily taken retirement on 31.03.2010 from his service by way of opting special V.R. Scheme floated by the Management and also received all the benefits accrued to him, so the allegation of illegal removal from service on 31.03.2010 by the Management is false, frivolous and baseless. In the Industrial Disputes (Amendment) Act, 2010 Section 2(A)(2) & (3) are inserted for the benefits of the workman to raise his dispute with the management connected with or arising out of discharge, dismissal, retrenchment or termination, directly before Labour Court or Tribunal within a specific period of three years of such alleged dispute, but the applicant has filed his application much after three years.

A prayer has been made to reject the application of the applicant-workman on the ground of limitation.

4. After going through the pleadings of both the parties it is quite apparent that the 2nd party-workman/applicant has filed this application under section 2-A(2) of the I.D. Act on 28.06.2016 whereas it is the claim of the applicant that he was relieved from service on 31.03.2010.

5. At this stage the Tribunal thinks it proper to discuss here the provisions of the Section – 2(A)(3) of the I.D. Act:-

Section 2-A(3) of the Act specifically provides that the application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment, or otherwise termination of service as specified in sub-section(1).

6. In the instant case the applicant-workman has raised the dispute under section 2-A(2) of the Act after expiry of more than seven years of his alleged termination/retrenchment, so the petition filed by the applicant is not within the prescribed period provided under the provisions of the I.D. Act.

7. After considering all the facts and circumstances of the case the Tribunal finds and holds that the application filed under section 2-A(2) of the I.D. Act is not maintainable as it is time barred. Hence, the application filed under section 2-A(2) of the Industrial Disputes Act is rejected and the case is dismissed.

8. Order is passed accordingly.

9. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1078.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण** –सह – **श्रम न्यायालय**, **नागपुर** के पंचाट **(संदर्भ संख्या 06/2020-21)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/05/2025** को प्राप्त हुआ था।

[सं. एल.-22013/01/2025-आई.आर.सी.एम-II]

मणिकंदन.एन, उप निदेशक

New Delhi, the 17th June, 2025

S.O. 1078.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 06/2020-21)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **28/05/2025**

[No. L-22013/01/2025– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/Appl/06/2020-21 Date: 07.04.2025.

Party No.1: 1) Rashtriya Koyla Kamgar Sangharsh Sangh,
Through its President
Plot No. 49, C-2, Nandodaya Appartment,
Hill Road, Gokulpeth Nagar,

2) Shri Ramdas S/o Banduji Matte,
R/o Baranj Mokosa, Post Jena,
Tahasil Bhadrawati, Distt. Chandrapur
& 416 others, as per list

V/s.

Party No.2:

Nilesh Shivram Singh Thakur,
Aged 33 years, Occ.: Nil,
R/o, Gittikhadan, Panchasheel Nagpur,
Plot No. 111-A, Katol Road, Nagpur-13

AWARD

(Dated: 07th April, 2025)

In exercise of the powers conferred by Section (2) & (3) of Section 2-A of Industrial Disputes (Amendment) Act, 2010 ("the Act" in short), the applicant filed an industrial dispute between the employers, in relation to the management of Sub-Area Manager Saoner, Sub-Area WCL and the applicant Shri Bhola Matru Harde, for adjudication, vide case no. CGIT/NGP/Appln/06/2020-21**,** with the following issues framed:-

"Whether the action of the Management/Sub Area Manager Saoner, Sub-Area WCL in superannuating their workman Shri Bhola Matru Harde instead of 30.09.2016 to 01.07.2016 is legal, fair & justified? If not, to what relief the workman is entitled?"

2. Case is called out. Both parties are absent. Both parties are not responding and attending the Court since 23.03.2022. Although, petitioner has filed his statement of claim but no written statement has been filed on behalf of respondent till today. Petitioner has not filed any evidence to prove his case. Petitioner is not coming to the Court since long back. It appears that petitioner is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

ORDER

The action of the Management/Sub Area Manager Saoner, Sub-Area WCL in superannuating their workman Shri Bhola Matru Harde instead of 30.09.2016 to 01.07.2016 is legal, fair & justified. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1079.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह – श्रम न्यायालय, नागपुर**

के पंचाट **(संदर्भ संख्या 06/2023-24)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/05/2025** को प्राप्त हुआ था।

[सं. एल-22013/01/2025-आई.आर.सी.एम-II]

मणिकंदन.एन, उप निदेशक

New Delhi, the 17th June, 2025

S.O. 1079.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 06/2023-24)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **28/05/2025**

[No. L-22013/01/2025– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/06/2023-24 Date: 08.04.2025.

Party No.1: 1. The General Manager,
Chandrapur Area of WCL
Distt.-Chandrapur – 442404.

2. M/s GRN Constructions Pvt. Ltd.,
Plot No. 23, Door No. 2-48TN/31/3&4,
Telecom Nagar, Gachibowli, Hyderabad.
Pin – 500032.

V/s.

Party No.2: The Prajoyt Punekar, Secretary,
Shoshit Bharat General Mazdoor Union,
Samrat Ashok Square, Ward No. 2, Durgapur,
Chandrapur, Maharashtra – 442402.

AWARD

(Dated: 08th April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL, M/s GRN Const Pvt Ltd and their union/Shoshit Bharat General Mazdoor Union, for adjudication, as per letter **No.NGP/8(01)/2023-ID(ALCCHP) dated 03.05.2023,** with the following schedule:-

"Whether demand of the Union (Shoshit Bharat General Mazdoor Union) for reinstatement of Shri Mahesh Pandurang Parkhi & 06 other workmen / contract labour by M/s GRN Constructions Private Limited, Contractor, Bhatadi OCM, Chandrapur Area of WCL, is fair, legal and justified? If yes, to what relief the union/workmen are entitled to?"

2. Case is called out. Learned Counsel for the respondent no. 1 Shri Rutej Pimpalkhute and Learned Counsel for respondent no. 2 A.R. Kalele are present before the Court. But despite service of notice, no one is present on behalf of petitioner since very beginning. No statement of claim has been filed by the petitioner till today. Likewise, no written statements have been filed by the respondents. No other evidence has been filed by the petitioner to prove his case. Petitioner is not coming to the Court since very beginning of the case. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The demand of the Union (Shoshit Bharat General Mazdoor Union) for reinstatement of Shri Mahesh Pandurang Parkhi & 06 other workmen / contract labour by M/s GRN Constructions Private Limited,

Contractor, Bhatadi OCM, Chandrapur Area of WCL, is unfair, illegal and unjustified. The union/workmen are not entitled to any relief.

Justice (retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1080.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 04/2014-15)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/05/2025** को प्राप्त हुआ था।

[सं. एल.-22013/01/2025-आई.आर.सी.एम-II]

मणिकंदन.एन, उप निदेशक

New Delhi, the 17th June, 2025

S.O. 1080.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 04/2014-15***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **28/05/2025**

[No. L-22013/01/2025– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/Appln/04/2014-15 Date: 06.03.2025.

Party No.1: Shri Rajesh D. Leader,
R/O Ghuggus Complex,
WCL Qtr. No. 238, Ramnagar Colony,
Post: Ghuggus, Distt. Chandrapur – 442505.

V/s.

Party No.2:

1) The Chairman-cum-M.D.
Western Coalfields Ltd.,
Civil Lines, Nagpur.

2) The Chief General Manager,
WCL, Wani Area, Urja Gram,
Post: Tadali, Distt. Chandrapur.

3) The Dy. General Manager (Mines),
Ghuggus Complex, WCL, Wani Sub Area,
Post: Ghuggus, Distt. Chandrapur.

AWARD

(Dated: 06th February, 2025)

In exercise of the powers conferred by Section (1) & (2) of Section 2-A of Industrial Disputes (Amendment) Act, 2010 ("the Act" in short), the applicant filed an industrial dispute between the employers, in relation to the management of Western Coalfields Ltd. and the applicant, Shri. Rajesh D. Leader for adjudication, vide case no. CGIT/NGP/Appln/04/2014-2015**,** with the following issues framed:-

"Whether the action of the management/ Western Coalfields Ltd. in terminating the workman is legal, fair and justified? If not, what relief the workman is entitled to?"

2. Case called out. Both the parties are absent. Both the parties are not responding and attending the Court since 24/11/2020. Only on 12/02/2021 Advocate for the management was present but nobody for the petitioner was present on that date. This Court has passed an order dated 23/10/2020, in which, it is directed to the petitioners to file fresh substitution application which is IA No. 01 but no such application has been filed till date on behalf of the petitioners. Copy of IA No. 01 is attached to this file, in which, it has been stated that Rajesh Dasharath Leader breathed his last on 24/08/2015. In support of this content, death certificate issued by Municipal Corporation Nagpur is attached, which is also a photo copy. If these photo copies of substitution application as well as death certificate taken into consideration then it is apparent that substitution application dated 22/12/2015 is moved by petitioners beyond time i.e. near about 3 months 28 days after death of the sole petitioner Shri Rajesh D. Leader. Meaning thereby substitution application is time-barred. None is present to press this application even after the order of this Court dated 23/10/2020 has not been complied with as yet. So in the interest of justice, this case is abated against petitioner.

ORDER

The action of the management/ Western Coalfields Ltd. in terminating the workman is legal, fair and justified. The workman is not entitled to any relief.

Justice (retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1081.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स कर्नाटक ईएमटीए कोल माइन लिमिटेड, क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 02/2015)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/05/2025** को प्राप्त हुआ था।

[सं. एल.-22013/01/2025-आई.आर.सी.एम-II]

मणिकंदन.एन, उप निदेशक

New Delhi, the 17th June, 2025

S.O. 1081.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 02/2015)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. Karnataka EMTA Coal Mine Ltd,** and received by the Central Government on **28/05/2025**

[No. L-22013/01/2025– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/Appl/02/2015 Date: 03.04.2025.

Party No.1:

1. Rashtriya Koyla Kamgar Sangharsh Sangh,
   Through its President
   Plot No. 49, C-2, Nandodaya Appartment,
   Hill Road, Gokulpeth Nagar,
2. Shri Ramdas S/o Banduji Matte,
   R/o Baranj Mokosa, Post Jena,
   Tahasil Bhadrawati, Distt. Chandrapur
   & 416 others, as per list

V/s.

Party No.2:

Nilesh Shivram Singh Thakur,
Aged 33 years, Occ.: Nil,
R/o, Gittikhadan, Panchasheel Nagpur,
Plot No. 111-A, Katol Road, Nagpur-13

AWARD
(Dated: 03rd April, 2025)

In exercise of the powers conferred by Section (2) & (3) of Section 2-A of Industrial Disputes (Amendment) Act, 2010 ("the Act" in short), the applicant filed an industrial dispute between the employers, in relation to the management of Karnataka EMTA Coal Mine Ltd. and the applicants, for adjudication, vide case no. CGIT/NGP/Appln/02/2015**,** with the following issues framed:-

1) **Whether the demand of the union to declare the management of Karnataka EMTA Coal Mine Ltd., engaged in Unfair Labour practices, for dismissing their 417 workmen is just, legal and justified? If not, to what relief the 417 applicants are entitled to?**

2) **Whether there is any relationship of employer and employee between the parties?**

2. Case is called out. Learned Counsel for the respondent no. 1 Shri R.E. Moharir is present before the Court but none is present on behalf of petitioner. Counsel for the petitioner Shri R.N. Sen has filed pursi s, wherein, it has mentioned that party no. 2 has not contacted to his Counsel since long time. He withdrawn his power from present proceedings.

From perusal of order sheet, it is apparent that both the parties are not responding and attending the Court since 24.04.2020. Accidently, today as well as on the last date 12.11.2024, Learned Counsel for the management Shri R.E. Moharir is present before the Court. Although statement of claim and written statement have been filed by the parties respectively but no documentary as well as oral evidence has been filed by the petitioner to establish the contents of the statement of claim. Petitioner is not coming to the Court since long back. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

ORDER

The demand of the union to declare the management of Karnataka EMTA Coal Mine Ltd., engaged in Unfair Labour practices, for dismissing their 417 workmen is unjust, illegal and unjustified. The applicants are not entitled to any relief.

Justice (retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1082.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.लिमिटेड,, क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण** –सह – **श्रम न्यायालय**, **नागपुर** के पंचाट **(संदर्भ संख्या 19/2024)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/05/2025** को प्राप्त हुआ था।

[सं. एल.-22013/01/2025-आई.आर.सी.एम-II]

मणिकंदन.एन, उप निदेशक

New Delhi, the 17th June, 2025

S.O. 1082.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 19/2024***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. W.C.Ltd,** and received by the Central Government on **28/05/2025**

[No. L-22013/01/2025– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/19/2024 Date: 17.04.2025.

Party No.1: 1. The Sub Area Manager,
Durgapur Sub Area of WCL,
Post – Durgapur, Distt. -Chandrapur,
Pin – 442404.

2. M/s Gaurav Contracts,
C/o Sub Area of WCL,
Post – Durgapur, Distt. Chandrapur,
Pin – 442404.

V/s.

Party No.2: The President,
Shramjivi Koyla Kamgar Sangharsh Sangh,
Rayatwari Colliery, BMT Square, Near Mata
Mandir, Chandrapur – 442401.

AWARD
(Dated: 17th April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Durgapur Sub Area of Western Coalfields Ltd., Durgapur, Distt. Chandrapur, and their Union Shramjivi Koyla Kamgar Sangharsh Sangh, Chandrapur, for adjudication, as per letter **No.NGP/1(04)/2024-ID(ALCCHP) dated 28.03.2024,** with the following schedule:-

"Whether the action of the Management of the Western Coalfields Limited in not ensuring that Shri Angu Sonkar & 15 other workmen engaged by the outgoing contractor M/s Mann Engineering, have been given preference in employment, as per the condition of exemption granted vide notification no. So 800(E) dated 18/02/2022, is legal and justified? If not, to what relief the union/workmen are entitled to?"

2. Case is called out. Shri Sanjay Madhukar Duryodhan, Manager Personal is present on behalf of respondent but none is present on behalf of petitioner.

From perusal of record, it is apparent that both parties are not appearing before the Court since 12/08/2024. Today only, Shri. Sanjay Madhukar Duryodhan is present to represent the respondent. No statement of claim has been filed by the petitioner till today. No other evidence has been filed by the petitioner to prove his case. Petitioner is not coming to the Court since last three dates i.e. 12/08/2024, 17/09/2024 & 21/11/2024. It appears that petitioner is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The action of the Management of the Western Coalfields Limited in not ensuring that Shri Angu Sonkar & 15 other workmen engaged by the outgoing contractor M/s Mann Engineering, have been given preference in employment, as per the condition of exemption granted vide notification no. So 800(E) dated 18/02/2022, is legal and justified. The union/workmen are not entitled to any relief.

Justice (retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1083.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह – श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 16/2018-19)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/05/2025** को प्राप्त हुआ था।

[सं. एल.-22012/13/2017-आई.आर.सी.एम-II]

मणिकंदन.एन, उप निदेशक

New Delhi, the 17th June, 2025

S.O. 1083.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 16/2018-19***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **28/05/2025**

[No. L-22012/13/2017– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/16/2018-19 Date: 27.02.2025.

Party No.1: The Sub Area Manager,
Durgapur Rayatwari Colliery, WCL,
Post. Rayatwari,
Dist. Chandrapur (M.S.).

V/s

Party No.2: The Jt. General Secretary,
Rashtriya Colliery Mazdoor Congress,
C/o CR Tembhre, Near Ayyappa Mandir,
Tukum Ward No. 2, Tukum,
Chandrapur (M.S.).

AWARD

(Dated: 27th February, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfields Limited and their workman, Shri. Arun Pocham Yemlawar the dependant son of Late Yemla Pocham Yankati through the union, Rashtriya Colloery Mazdoor Congress for adjudication, as per letter **No.L-22012/13/2017 (IR(CM-II)) dated 23.04.2018,** with the following schedule:-

1) "Whether the alleged action for denial of employment to Shri Arun Pocham Yemlawar the dependent son of the late Yemla Pocham Yankati by the management of Western Coalfields Ltd. Durgapur Rayatwari Colliery is just fair legal?"
2) If so whether the action of the management is violation of Para 9.4.4 of NCWA?
3) If yes, what relief Shri Arun Pocham Yemlawar is entitled to and from which date?

2. Case is called out. Both the parties are absent. Petitioner is not responding and attending the court since 11/07/2019. Counsel for the respondent was only present on 19/11/2019 and 05/03/2021. Excluding two dates Both the parties are not attending the court since long back. Although petitioner has filed his statement of claim but the respondent has not filed their written statement till date. Petitioner has not filed any evidence to prove the contents of the claim. Petitioner is not attending the court long back. It appears that, he is not interested to contest the case. Claim of the petitioner is not proved. So it is closed.

Hence, it is ordered:

ORDER

The action of the management of Western coalfields Limited, for denial of employment to Shri. Arun Pocham Yemlawar the dependent son of the late Yemla Pocham Yankati is just fair & legal. The workman is not entitled to any relief.

Justice (retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1084.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह – श्रम न्यायालय**, **नागपुर** के पंचाट **(संदर्भ संख्या 13/2020-21)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/05/2025** को प्राप्त हुआ था।

[सं. एल.-22012/31/2020-आई.आर.सी.एम-II]

मणिकंदन.एन, उप निदेशक

New Delhi, the 17th June, 2025

S.O. 1084.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 13/2020-21)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **28/05/2025**

[No. L-22012/31/2020–IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/13/2020-21 Date: 28.02.2025.

Party No.1: The Sub Area Manager,
Western coalfields Limited,
Umrer Sub Area,
Post & Tah. Umrer, Distt
Nagpur - 441204

V/s

Party No.2: The Secretary,
Lal Zanda Coal Mines Mazdoor Union (CITU),
Branch: Umrer Sub Area, QTR. No. 1B/156,
Tah: Umrer, Distt.
Nagpur – 441204

AWARD

(Dated: 28th February, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfields Limited and their workman, Shri. Ramesh Bapurao Nandekar through the union, The secretary, Lal Zanda Mines Mazdoor Union(CITU) for adjudication, as per letter **No.L-22012/31/2020 (IR(CM-II)) dated 21.08.2020,** with the following schedule:-

"Whether the action of the Management of Western coalfields Ltd., Umrer Sub Area, Post & Tah. Umrer, Distt Nagpur through the Sub Area manager in denying for payment of Basic Pay of Loader as deducted by the Management of WCL Umrer Sub Area i.r.o Shri Ramesh Bapurao Nandekar, Pump Khalasi Cat. V along with interest is just fair and legal? If not, to what relief the concerned workman/ union is entitled to?"

2. Case is called out. Both the parties are absent. Both parties are not attending and responding the court since 17/12/2021. No Statement of Claim and written statement have been filed by petitioner as well as respondent respectively till date. No other evidence have been filed by the Petitioner to prove his claim. Petitioner is not attending the court since long back. It appears that he is not interested to contest the case. Claim of the petitioner is not proved. So it is closed.

Hence, it is ordered:

ORDER

The action of the Management of Western coalfields Ltd., Umrer Sub Area, Post & Tah. Umrer, Distt Nagpur through the Sub Area manager in denying for payment of Basic Pay of Loader as deducted by the Management of WCL Umrer Sub Area i.r.o Shri Ramesh Bapurao Nandekar, Pump Khalasi Cat. V along with interest is just fair and fair and legal. The workman is not entitled to any relief.

Justice (retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1085.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्यागिक अधिकरण –सह – श्रम न्यायालय**, **नागपुर** के पंचाट **(संदर्भ संख्या 43/2015-16)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/05/2025** को प्राप्त हुआ था।

[सं. एल-22012/79/2015-आई.आर.सी.एम-II]

मणिकंदन.एन, उप निदेशक

New Delhi, the 17th June, 2025

S.O. 1085.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 43/2015-16)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **28/05/2025**

[No. L-22012/79/2015– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/43/2015-16 Date: 20.03.2025.

Party No.1: Manager,
Western Coalfields Limited, Kanhan Area,
Mohan Colliery, PO : Ambada, The. Junardev,
Distt. Chindwara(MP)
Chindwara

V/s.

Party No.2:
Mohd. Naseem Siddki,
Zonal Mahamantri, Coal Mines Engg. Workers Assocsi
Ward. No. 10, Guddi. Palachouri,
Distt. Chindwara.

AWARD
(Dated: 20th March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfields Ltd. and their workman Shri Vinay Kumar S/o Kariya for adjudication, as per letter **No. L-22012/79/2015 (IR(CM-II)) dated 18.12.2015,** with the following schedule:-

क्या प्रबंधक, मोहन कॉलरी वैस्टर्न कोलफिल्डस लिमिटेड, कन्हान क्षेत्र, पोस्ट अंबाडा, तहसील जुन्नारदेव, जिला छिंदवाडा (मध्य प्रदेा) द्वारा एनसीडब्ल्यूए–।। के प्रावधान 10.4.4 व एनसीडब्ल्यूए–।।। के प्रावधान 9.4.4 के अनुसार दिनांक 30.06.2012 को सेवानिवृत्त हुए पूर्व कामगार श्री करिया वल्द नत्थू के आश्रीत पुत्र विनय कुमार को रोजगार न देना न्यायसंगत है ? यदि नही तो कामगार क्या अनुतोथा पाने का अधिकारी है।

2. Case called out. Both the parties are absent. This case is pending since 05/01/2016. In the meantime, only statement of claim and written statement have been filed by the parties respectively but petitioner has not filed his evidence to prove the contents of the statement of claim. Petitioner is also failed to attend the Court today and earlier before on several dates. It appears that petitioner is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

ORDER

प्रबंधक, मोहन मॉलरी वैस्टर्न कोलफिल्डस लिमिटेड, कन्हान क्षेत्र, पोस्ट अंबाडा, तहसील जुन्नारदेव, जिला छिंदवाडा (मध्य प्रदेा) द्वारा एनसीडब्ल्यूए–।। के प्रावधान 10.4.4 व एनसीडब्ल्यूए–।।। के प्रावधान 9.4.4 के अनुसार दिनांक 30.06.2012 को सेवानिवृत्त हुए पूर्व कामगार श्री करिया वल्द नत्थू के आश्रीत पुत्र विनय कुमार को रोजगार न देना न्यायसंगत है। कामगार किसी भी राहत का हकदार नही है।

Justice (retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1086.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह – श्रम न्यायालय, नागपुर**

के पंचाट **(संदर्भ संख्या 53/2018-19)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/05/2025** को प्राप्त हुआ था।

[सं. एल.-22012/119/2018-आई.आर.सी.एम-II]

मणिकंदन.एन, उप निदेशक

New Delhi, the 17th June, 2025

S.O. 1086.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 53/2018-19*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **28/05/2025**

[No. L-22012/119/2018– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/53/2018-19 Date: 20.03.2025.

Party No.1: Western Coalfields Ltd.,
Through its Chief General Manager,
Pench Area, Parasiya, Dist-Chindwada.

V/s.

Party No.2:
Lochan Prasad, Vice President,
Lalzanda Coal Mines, Majdoor Union (CITU)
Eklhara, Dist.-Chindwada.

AWARD
(Dated: 20th March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has Western Coalfields Ltd. through its Chief General Manager and their workmen Shri Shakiluddin S/o Jaliluddin, Shri Nafees Ahmad S/o Jaliluddin and Smt. Rajawanti W/o Jagannath Yadao for adjudication, as per letter **No. L-22012/119/2018 (IR(CM-II)) dated 26.11.2018,** with the following schedule:-

"क्या मुख्य महाप्रबंधक, वेकोलि, पेंच क्षेत्र को परासिया, जिला छिंदवाडा द्वारा श्री शकील उददीन, श्री नफीस एंव श्रीमती रजवंती को दिनांक 10.06.1998 से कार्य से बंद किया जाना उचित है? यदि नही तो उक्त कामगार अपने पूर्व के कार्य पर उसी स्थिती में, नियोजन तथा संबंधित अनुतोश के अधिकारी है।**"**

2. Case called out. Both the parties are absent. Today case is fixed for adducing evidence from the side of petitioners and it was a last chance for the petitioners to adduce their evidence but petitioners only on 11/11/2024 and 02/04/2024 were present before the Court. Earlier before and today itself, petitioners are not attending the Court since 07/05/2021. Parties have filed their statement of claim and written statement respectively but petitioners have not filed any evidence to prove the contents of the claim. Today, petitioners are not present before the Court. It appears that they are not interested to contest the case. Claim of the petitioner is not proved. So it is closed.

Hence, it is ordered:

ORDER

मुख्य महाप्रबंधक, वेकोलि, पेंच क्षेत्र को परासिया, जिला छिंदवाडा द्वारा श्री शकील उददीन, श्री नफीस एंव श्रीमती रजवंती को दिनांक 10.06.1998 से कार्य से बंद किया जाना उचित है। कामगार किसी भी राहत का हकदार नही है।

Justice (retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1087.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह – श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 19/2020-21)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/05/2025** को प्राप्त हुआ था।

[सं. .एल-22012/37/2020-आई.आर.(सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 17th June, 2025

S.O. 1087.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No.19/2020-21***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **28/05/2025.**

[No. L-22012/37/2020– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/19/2020-21 Date: 28.02.2025.

Party No.1: 1) The Sub Area Manager,
Western Coalfields Limited,
Umrer Sub area,
Post: Umrer Project, Tah. Umrer,
Distt Nagpur - 441204

V/s.

Party No.2: The Secretary,
Lal Zanda Coal mines Mazdoor Union (CITU),
Branch: Umrer Sub area, Qtr. No 1B/156,
Nagpur - 441204

AWARD

(Dated: 28th February, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub- section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the Management of Western Coalfields Limited., and their workmen, Shri Lala Bakaram Naukarkar Through the The Secretary, Lal Zanda Coal Mines Mazdoor Union (CITU), for adjudication, as per letter No..L-22012/37/2020 (IR(CM-II)), dated 21/08/2020 with the following schedule:-

"Whether the action of the management of Western Coalfieds Ltd., Umrer Sub Area, Post & Tah. Umrer, Distt Nagpur through the Sub Area Manager in denying promotion which is demoted by the management and denied to give financial benefits to Shri Lala Bakaram Naukarkar is just fair & legal? If not, to what relief the concerned workman/union is entitled to"

2. Case called out. Both the parties are absent. Both the parties are not attending and responding the court since 17/12/2021. No Statement of claim and written statement have been filed by Petitioner as well as Respondent respectively till date. No other evidence have been filed by petitioner to prove his claim. Petitioner is not attending the court since long back. It appears that he is not interested to contest the case. Claim of the petitioner is not proved. So it is closed.

Hence, it is ordered:

ORDER

The action of the management of Western Coalfieds Ltd., Umrer Sub Area, Post & Tah. Umrer, Distt Nagpur through the Sub Area Manager in denying promotion which is demoted by the management and denied to give financial benefits to Shri Lala Bakaram Naukarkar is just fair & legal. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 17 जून, 2025

का.आ. 1088.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह – श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 12/2012-13)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **28/05/2025** को प्राप्त हुआ था।

[सं. .एल- 22012/62/2012-आई.आर.(सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 17th June, 2025

S.O. 1088.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 12/2012-13)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **28/05/2025.**

[No. L-22012/62/2012– IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/12/2012-13 Date: 07.03.2025.

Party No.1: The Sub Area Manager,
Padmapur O/c Mines of Chandrapur Area of WCL.
Post Padmapur, Distt-Chandrapur,
Maharashtra.

V/s.

Party No.2:

The Joint General Secretary,
Rashtriya Colliery Mazdoor Congress,
Vaidhay Nagar, Near Ayyapa Mandir,
Tukum Ward No. 2, Distt-Chandrapur,
Maharashtra.

AWARD

(Dated: 07th March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Padmapur Open Cast Sub Area of Chandrapur Area of Western Coalfields Ltd. and their workman Shri. Pawankumar for adjudication, as per letter **No. L-22012/62/2012 (IR(CM-II)) dated 24.07.2012,** with the following schedule:-

"Whether the action of management of Padmapur Open Cast Sub Area of Chandrapur Area of

Western Coalfields Ltd., in denying employment to Shri Pawankumar the dependent son of Shri Ramayya Laxamayya Racchawar, Ex-Employee who retired on 31.05.2011 after putting in 35 years service, which is contrary to the provisions of Para 9.4.4 of NCWA is legal and justified? To what relief is the workman entitled to?"

2. Case called out. Representative Shri Sanjay Madhukar Duryodhan is present on behalf of respondent but none is present on behalf of the petitioner. Both the parties are not responding and attending the Court since 11/01/2021. This case is pending since 16/10/2012. Several opportunities have been given to the petitioner to file his statement of claim but petitioner failed to file his statement of claim. That's why on 08/04/2013, due to non-filing of statement of claim reference has been decided and treated as "no dispute" and it is also hold by the Court that petitioner is not entitled to any relief .Being aggrieved by this order petitioner has filed his restoration application which is also rejected by this Court on 20/03/2014. Aggrieved by this order the petitioner has preferred writ petition no. 6124/2014 in which Hon'ble High Court set aside the Award passed by this Court dated 08/04/2013 and directed to take on record the statement of claim which is already been filed along with the application, for setting aside the ex-parte award and the CGIT Court to decide reference in accordance with law. After that, several opportunities have been given to the petitioner as well as respondent to appear before the Court and cooperate in the proceedings but both the parties are not attending the Court since 11/01/2021. Today accidently representative of management Shri Sanjay Madhukar Duryodhan is present before the Court. Petitioner has not filed any evidence to prove his claim. Petitioner is not coming to the Court since long back. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is again closed.

Hence, it is ordered:

ORDER

The action of management of Padmapur Open Cast Sub Area of Chandrapur Area of Western Coalfields Ltd., in denying employment to Shri Pawankumar the dependent son of Shri Ramayya Laxamayya Racchawar, Ex-Employee who retired on 31.05.2011 after putting in 35 years service, which is contrary to the provisions of Para 9.4.4 of NCWA is legal and justified. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 18 जून, 2025

का.आ. 1089.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ बीकानेर एंड जयपुर के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नं 1 धनबाद** के पंचाट (34/2003) प्रकाशित करती है।

[सं. एल–12012/290/2002- आई आर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 18th June, 2025

S.O. 1089.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.34/2003*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.1 Dhanbad* as shown in the Annexure, in the industrial dispute between the management of State Bank of Bikaner & Jaipur and their workmen.

[No. L-12012/290/2002- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 34/2003

Employer in relation to the management of State Bank of Bikaner & Jaipur, Patna.

AND.

Their workman.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- None.

For the workman. :- None.

State : Jharkhand. Industry:-Bank

Dated 06/06/2025

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-12012/290/2002-(IR(B-I)) dated 28/03/2003 has been pleased to refer the following dispute between the employer i.e. management of State Bank of Bikaner & Jaipur, Patna and their workman through General Secretary, State Bank of Bikaner & Jaipur Workers Orgn., Patna for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management of State Bank of Bikaner & Jaipur, Patna, Bihar in not regularising and instead in terminating the services of Sri Raman Kant Choudhary, Sub-ordinate staff by stating that as per order No. F-3/3/104/87-IR dated 16-08-1990 and Circular No. P/REC/TEMP/6 dated 22-10-1990 does not apply to his case is justified? If not, what relief the workman is entitled?"

2. On receiving order no. L-12012/290/2002-(IR(B-I)) dated 28/03/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 34 of 2003 was registered on 20.05.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After service of notice, Sri Ashok Kumar, General Secretary of the Sponsoring Union appeared from the side of the workman and filed W/S and subsequently rejoinder also and Sri G.K. Mukherjee, Advocate appeared from the side of the employer and filed written statement from the management side. It further appears that they also led some evidence from their side but later on, a registered notice was sent on 16.08.2021 for appearance of the parties for further proceeding, none appeared from either side. The registered notice sent to the Assistant General Manager, State Bank of Bikaner & Jaipur, Patna, returned with endorsement "Left" and the workman also did not appear and since the year 2021, the case record is running in dark which shows that the workman has lost his interest in this case and therefore, this Tribunal is of the opinion that the case deserves to be dismissed due to non prosecution.

4. Hence,

ORDERED

that this case is hereby dismissed and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 18 जून, 2025

का.आ. 1090.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नं 1 धनबाद** के पंचाट (95/2006) प्रकाशित करती है।

[सं. एल–12011/75/2006- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 18th June, 2025

S.O. 1090.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.95/2006*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.1 Dhanbad* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12011/75/2006- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 95/2006

Employer in relation to the management of Central Bank of India, Patna.

AND.

Their workman.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- Sri R.R. Prasad, Panel Advocate

For the workman. :- None.

State : Jharkhand. Industry:-Bank

Dated 06/06/2025

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-12011/75/2006-(IR(B-II)) dated 13/11/2006 has been pleased to refer the following dispute between the employer i.e. management of Central Bank of India, Patna and their workman through General Secretary, Bihar State Central Bank Employees Association, Patna for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management of Central Bank of India, Zonal Office, Patna/RO Office Saharsa in not regularising the services of Sh. Kartik Jha as sub-staff in subordinate cadre who has claimed to have been working for more than 1700 days in seven Block years is legal and or justified? If not, what relief Shri Kartik Jha is entitled to?"

2. On receiving order no. L-12011/75/2006-(IR(B-II)) dated 13/11/2006 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 95 of 2006 was registered on 28.11.2006 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. Even after issuance of notice none appeared from either side though on 06.06.2025, Sri R.Ranjan, Panel Advocate of management appeared. The case record shows that the registered notice that was sent to the workman returned with endorsement "Left" and thereafter no step was taken to ensure the presence of the workman in this case. The case record shows that this case is of the year 2006 and since then no step has been taken from the side of the workman which shows that he has no interest in this case and therefore, this Tribunal is of the opinion that this case deserves to be dismissed for non prosecution.

4. Hence,

ORDERED

that this case is hereby dismissed and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 18 जून, 2025

का.आ. 1091.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ई सी रेलवे के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नं 1 धनबाद** के पंचाट (86/2014) प्रकाशित करती है।

[सं. एल–41011/67/2014- आई आर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 18th June, 2025

S.O. 1091.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.86/2014*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.1 Dhanbad* as shown in the Annexure, in the industrial dispute between the management of E. C. Railway and their workmen.

[No. L-41011/67/2014- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNALNO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 86/2014

Employer in relation to the management of E.C. Railway, Danapur.

AND.

Their workman.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- None.

For the workman. :- None.

State : Jharkhand. Industry:- Railway

Dated 03/06/2025

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-41011/67/2014-(IR(B-I)) dated 17/09/2014, has been pleased to refer the following dispute between the employer i.e. management of E.C. Railway and their workman through General Secretary, E.C. Railway Mazdoor Union, Patna for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management to stop the increment of workmen Madan Kumar Singh, Lalman, Chunilal, and AK Asthana, for 35 months and transfer of Aswini Kumar, Kamendra Prasad, and Dinesh Kumar was correct? If not, what relief the workmen were entitled for?"

2. On receiving order no. 41011/67/2014-(IR(B-I)) dated 17/09/2014 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 86 of 2014 was registered on 29.09.2014 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After issuance of notice, the registered post was returned with remarks "Addressee cannot be located" and thereafter no further step was taken whereas Sri S.K. Sinha appeared from the side of the management but the workmen never appeared before the Tribunal since 29.09.2014.

4. On perusal of the entire case record it is transpired that the workmen never appeared before this Tribunal for a period of 11 years which shows that the workmen have no interest in this case and therefore, for the ends of justice, this case deserves to be dismissed.

5. Hence,

ORDERED

that this case is hereby dismissed and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

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